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NEW DELHI, SATURDAY, MAY 16, 1987/VAISAKHA 26, 1909

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह जरण संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 1 मई 1987

का. धा. 1226—केन्द्रीय सरकार, राजभाषा (सभ के शासकीय
प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4)
के अनुसरण में गृह मंत्रालय के निम्नलिखित कार्यालयों को, जिनके 80
प्रतिशत कर्मचारीपुद ने हिन्दी का कार्यवाहक ज्ञान प्राप्त कर लिया है,
अधिसूचित करती है —

- 1 कार्यालय, कमांडेंट 81वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल
पटना।
- 2 कार्यालय, कमांडेंट 82वीं बटालियन केन्द्रीय रिजर्व पुलिस बल,
रामपुर।
- 3 कार्यालय, कमांडेंट 83वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल
भुवनेश्वर।

[संख्या 12017/1/86-हिन्दी]

मदन मोहन शर्मा उप सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 1st May, 1987

S.O. 1226.—In pursuance of sub-rule (4) of Rule 10 of
the Official Languages (use for official purposes of the

169 GI/87—1

Union), Rules, 1976, the Central Government hereby noti-
fies the following offices of the Ministry of Home Affairs,
the 80 per cent staff thereof have acquired working know-
ledge of Hindi.

- 1 Office of the Commandant, 81 Battalion,
Central Reserve Police Force, Patna.
- 2 Office of the Commandant, 82 Battalion,
Central Reserve Police Force, Rampur
- 3 Office of the Commandant, 83 Battalion,
Central Reserve Police Force, Bhubaneswar

[No 12017/1/87-Hmd]

M M SHARMA, Dy Secy

नई दिल्ली, 4 मई, 1987

का धा 1227 —केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत
अधिसूचनाओं की वेदखकी) अधिनियम, 1971 (1971 का 40) की धारा
3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के गृह
मंत्रालय की अधिसूचना सं. का धा 1625 तारीख 20 अप्रैल, 1985
की अधिष्ठान करते हुए तारीख 1 जुलाई, 1986 से श्री मरध नीलकंठ
कारखाने के स्थान पर श्री टी. बी. नारायणन नायर, महायुक्त निदेशक,
समनुष्यी भाषासूचना म्यूने, मुंबई को जो सरकार के राजपत्रित अधिकारी है,
उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है
और यह निवेश देती है कि उक्त अधिकारी उप निदेशक, समनुष्यी

(1777)

भासूचना भ्यूरो, मुंबई के नियंत्रणाधीन सभी सरकारी वास्तु-विधवा के संबंध में उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

[सं. I/सी. II/78(जे)/जनरल/एफ. पी. V]

बी. के. जैन, संयुक्त सचिव

New Delhi, the 4th May, 1987

S.O. 1227.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Home Affairs No. S.O. 1625 dated the 20th April, 1985, the Central Government hereby appoints Shri T. V. Narayanan Nair, Assistant Director, Subsidiary Intelligence Bureau, Bombay, being a Gazetted Officer of the Government, to be the estate officer in place of Shri Sharad Nilkanth Karkhanis, with effect from the 1st day of July, 1986 for the purposes of the said Act and directs that the said officer shall exercise the powers, conferred and perform the duties, imposed on the estate officer by or under the said Act, in respect of all Government accommodation under the control of the Deputy Director, Subsidiary Intelligence Bureau, Bombay.

[No. I/CH/78(J)|Gen.[FP. V]

V. K. JAIN, Jt. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 26 फरवरी, 1987

(आयकर)

का.प्रा. 1228.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "एरुलमिगु सुश्रामणिया स्वामी तिरु कोईल (मरुथमलाई मन्दिर) कोयम्बटूर" को कर-निर्धारण वर्ष 1981-82 से 1984-85 के लिए अधिसूचित करती है।

[सं. 7150 (का.सं. 197/2/84-प्रा.क.नि.-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 26th February, 1987

(INCOME-TAX)

S.O. 1228.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arulmigu Subramania Swamy Thirukkoil (Maruthamalai Temple), Coimbatore" for the purpose of the said clause for the assessment years 1981-82 to 1984-85.

[No. 7150/F. No. 197/2/84-II-A.I]

नई दिल्ली, 10 मार्च, 1987

(आयकर)

का.प्रा. 1229.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "एरुलमिगु र्थागराजस्वामी तिरु कोईल, तिरुवैयनूर" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के लिए अधिसूचित करती है।

[सं. 7168 (का.सं. 197/112/84-प्रा.क.नि.-1)]

New Delhi, the 10th March, 1987

(INCOME-TAX)

S.O. 1229.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arulmigu Thiagarajaswami Thirukoil, Thiruvainur" for the purpose of the said clause for the assessment years 1985-86 to 1987-88.

[No. 7168/F. No. 197/112/84-ITA.1]

का.प्रा. 1230.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "बम्बई के गौड़ सारस्वत ब्राह्मण समुदाय के मन्दिरों, खैराती संस्थाओं और निधियों के न्यासियों के बोर्ड" को कर-निर्धारण वर्ष 1986-87 और 1987-88 के लिए अधिसूचित करती है।

[सं. 7167 (का.सं. 197/121/86-प्रा.क.नि.-1)]

रोशन साहाय, प्रवर सचिव

S.O. 1230.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Board of Trustees of the Temples, Charitable Institutions and Funds of the Goud Saraswat Brahman Community of Bombay" for the purpose of the said clause for the assessment years 1986-87 and 1987-88.

[No. 7167/F. No. 197/121/86-ITA.1]

ROSHAN SAHAY, Under Secy.

नई दिल्ली, 10 मार्च, 1987

का.प्रा. 1231.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "वाकियेडुल चर्च ऑफ द रिडेम्पशन, नई दिल्ली" को कर-निर्धारण वर्ष 1985-86 से 1987-88 के लिए अधिसूचित करती है।

[सं. 7166 (का.सं. 197-क/219/82-प्रा.क.नि.-1)]

New Delhi, the 10th March, 1987

S.O. 1231.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Cathedral Church of the Redemption, New Delhi" for the purpose of the said clause for the assessment years 1985-86 to 1987-88.

[No. 7166/F. No. 197A/219/82-ITA.1]

नई दिल्ली, 18 मार्च, 1987

का.प्रा. 1232.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "महानिरवान मठ बीरभूमि, पश्चिमी बंगाल" को कर-निर्धारण वर्ष 1986-87 से 1987-88 के लिए अधिसूचित करती है।

[सं. 7185 (का.सं. 197/128/85-प्रा.क.नि.-1)]

New Delhi, the 18th March, 1987

S.O. 1232.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Mahanirvan Math, Birbhum, West Bengal" for the purpose of the said clause for the assessment years 1986-87 and 1987-88.

[No. 7185/F. No. 197/128/85-ITA.1]

नई दिल्ली, 24 मार्च, 1987

New Delhi, the 24th March, 1987

का.प्रा. 1233.—प्रायकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "अर्पणा ट्रस्ट, करनाल" को कर्तव्यनिर्धारण वर्ष 1985-86 से 1987-88 के लिए अधिसूचित करती है।

[स. 7202(का.सं. 197/37/84-आ.क.नि.-1)]

दलीप सिंह, विशेष कार्य अधिकारी

S.O. 1233.—In exercise of the powers conferred by clause (v) of sub-section (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arpana Trust, Karnal" for the purpose of the said clause for the assessment years 1985-86 to 1987-88.

[No. 7202/F. No. 197/37/84-ITA.1]

DALIP SINGH, Officer on Special Duty

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 2 अप्रैल, 1987

का.प्रा. 1234.—केन्द्रीय सरकार को यह प्रतीत होता है कि इसमें उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अधिप्राप्त किए जाने की संभावना है;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्त करने के अपने आया की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. राजस्व/40/86, तारीख 4 अक्टूबर, 1986 का निरीक्षण सेक्टर कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), बरभंगा हाउस, रांची के कार्यालय में या कोल नियंत्रक, 1, कार्डिनल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या उप आयुक्त, हजारीबाग (बिहार) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर राजस्व अधिकारी, केन्द्रीय कोलफील्ड्स लिमिटेड, बरभंगा हाउस, रांची को भेजेंगे।

अनुसूची

पिपरबाड़ ब्लॉक विस्तार III

उत्तरी करणपुरा कोलफील्ड्स

जिला हजारीबाग (बिहार)

(पूर्वोक्त के लिए अधिसूचित भूमि दक्षित)

ब्लॉक "क"

क्रम सं. ग्राम	थाना	थाना सं.	जिला	क्षेत्र (एकड़ों में)	टिप्पणियाँ
1. कल्याणपुर	टंडवा	82/242	हजारीबाग	67.00	भाग
2. बहेड़ा	टंडवा	79/236	हजारीबाग	103.85	भाग
3. कारो	टंडवा	77	हजारीबाग	206.25	भाग
4. किचटो	टंडवा	78/235	हजारीबाग	4.40	भाग

कुल क्षेत्र—381.50 एकड़ (लगभग)

या 154.38 हेक्टर (लगभग)

सीमा वर्णन:

- क-ख-ग रेखा, कल्याणपुर ग्राम से (जो पिपरबाड़ विस्तार-II की सम्मिलित सीमा का भाग है) होकर जाती है।
- ग-घ रेखा, कल्याणपुर ग्राम से होकर जाती है और कल्याणपुर और बहेड़ा ग्रामों की सम्मिलित सीमा के भाग के साथ-साथ जाती है (जो पिपरबाड़ विस्तार-II के साथ सम्मिलित सीमा का भाग बनती है)।
- घ-ङ रेखा, ग्राम बहेड़ा से होकर जाती है (जो पिपरबाड़ ब्लॉक-II के साथ सम्मिलित सीमा का भाग बनती है)।
- ङ-च रेखा, पड़बागड़ नाला की मध्य रेखा के भाग के साथ-साथ जाती है (जो बहेड़ा और कारो ग्रामों की सम्मिलित सीमा का भाग बनती है) (अर्थात् पिपरबाड़ ब्लॉक-II के साथ सम्मिलित सीमा के भाग के साथ-साथ भी है)।
- च-छ-ज-झ रेखा, बहेड़ा और किचटो ग्रामों से होकर जाती है।
- झ रेखा, किचटो ग्राम से होकर जाती है (जो पिपरबाड़ विस्तार-II के साथ सम्मिलित सीमा का भाग बनती है)।
- क रेखा, किचटो, बहेड़ा और कल्याणपुर ग्रामों से होकर जाती है।

ब्लॉक "ख"

क्रम सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र (एकड़ों में)	टिप्पणियां
1.	किचटो	टांडवा	78/235	हजारीबाग	10.00	भाग
				कुल क्षेत्र : 10.00 एकड़ (लगभग)		
				या 4.04 हेक्टर (लगभग)		

सीमा वर्णन :

- ट-ड रेखा, किचटो ग्राम से होकर जाती है (जो पिपरवार विस्तार-II के साथ सम्मिलित सीमा का भाग बनती है) ।
 ठ-ड रेखा, किचटो ग्राम से होकर जाती है ।
 ड-ड रेखा, नदी की दक्षिणी सीमा के साथ साथ जाती है ।
 ड-ट रेखा, किचटो ग्राम से होकर जाती है ।

ब्लॉक "ग"

क्रम सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र (एकड़ों में)	टिप्पणियां
1.	किचटो	टंडवा	78/235	हजारीबाग	2.85 एकड़	भाग
2.	किरीगारा	टंडवा	84	हजारीबाग	35.35 एकड़	भाग
				कुल क्षेत्र :	38.20 एकड़ (लगभग)	
				या	15.45 हेक्टर (लगभग)	

सीमा वर्णन :

- ण-त रेखा, किचटो और किरिगारा ग्रामों से होकर जाती है ।
 त-थ रेखा, किरिगारा ग्राम से होकर जाती है ।
 थ-ण रेखा, किरिगारा और किचटो ग्रामों से होकर जाती है ।

[सं. 43015/19/86-सी.ए.]

MINISTRY OF ENERGY
(Department of Coal)

New Delhi, the 2nd April, 1987

S. O. 1234.—Whereas it appears to the Central Government that Coal is likely to be obtained from the land mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan No. Rev/40/86 dated the 4th October 1986 of the area covered by this notification can be inspected at the office of the Central Coalfields Limited (Revenue Section), Darbhanga House, Ranchi or at the office of the Coal Controller, 1, Council House Street, Calcutta or at the office of the Deputy Commissioner, Hazaribagh (Bihar).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi, within ninety days from the date of publication of this notification.

SCHEDULE

Piparwan Block Extension-III
North Karanpura Coalfield
District Hazaribagh (Bihar)

(Showing land notified for prospecting)

Block 'A'

Sl. Village No.	Thana	Thana No.	District	Area in (acres)	Remarks
1. Kalyanpur	Tandwa	82/242	Hazaribagh	67.00	Part
2. Bahera	Tandwa	79/236	Hazaribagh	103.85	Part
3. Karo	Tandwa	77	Hazaribagh	206.25	Part
4. Kichto	Tandwa	78/235	Hazaribagh	4.40	Part

Total area : 381.50 acres (approximately), or 154.38 hectares (approximately)

BOUNDARY DESCRIPTION

- A—B—C lines pass through village Kalyanpur (which forms part common boundary with Piparwar Ext. II).
 C—D line passes through village Kalyanpur and also along part common boundary of villages Kalyanpur and Bahera (which forms common boundary with Piparwar Extension II).
 D—E line passes through village Bahera (which forms part common boundary with Piparwar Block II).
 E—F line passes along the part central line of Parwagarha-Nalla (which forms part common boundary of villages Bahera and Karo that is also along part common boundary with Piparwar Block II).
 F—G—H—I lines pass through villages Bahera and Kichto.
 I—J line passes through village Kichto (which forms part common boundary with Piparwar Extension II).
 J—A line passes through villages Kichto, Bahera, Karo and Kalyanpur.

Block 'B'

Sl. Village No.	Thana	Thana No.	District	Area (in acres)	Remarks
1. Kichto	Tandwa	78/235	Hazaribagh	10.00	Part

Total area : 10.00 acres
 approximately), or
 4.04 hectare (approximately)

BOUNDARY DESCRIPTION

- K—L line passes through village Kichto (which forms part common boundary with Piparwar Extension II).
 L—M line passes through village Kichto.
 M—N line passes along the Southern boundary of the river.
 N—K line passes through village Kichto.

Block 'C'

1. Kichto	Tandwa	78/235	Hazaribagh	2.85 acres	Part
2. Kirigara	Tandwa	84	Hazaribagh	35.35 acres	Part

Total area : 38.20 acres
 (approximately), or
 15.45 hectares (approximately)

BOUNDARY DESCRIPTION

- O—P line passes through villages Kichto and Kirigara.
 P—Q line passes through village Kirigara.
 Q—O line passes through villages Kirigara and Kichto.

[No. 43015/19/86-CA]

नई दिल्ली, 29 अप्रैल, 1987

का.आ. 1235.—केन्द्रीय सरकार ने, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. 21(अ) तारीख 15 जनवरी, 1985 द्वारा जो भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 15 जनवरी, 1985 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिसर में भूमि और अधिकारों का अर्जन करने के अपने आशय की सूचना कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन दी थी;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अनुसरण में, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् तथा उड़ीसा सरकार से परामर्श करने के पश्चात्, यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 3145.92 हेक्टर (लगभग) या 7773.75 एकड़ (लगभग) माप की भूमि का अर्जन कर लिया जाना चाहिए;

अतः, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि उक्त अनुसूची में वर्णित, 3145.92 हेक्टर (लगभग) या 7773.75 एकड़ (लगभग) माप की भूमि का अर्जन किया जाता है।

इस अधिसूचना के अन्तर्गत आने वाले क्षेत्र के रेखांक सं. सी-1(ई)/III/डी बी आर/306/1285, तारीख 18 दिसम्बर, 1985 का निरीक्षण कलक्टर, संबलपुर (उड़ीसा) के कार्यालय में श्री कोयला नियंत्रक 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या साउथ ईस्टर्न कोयलीन्ड्रम लिमिटेड (राज्य अनुभाग), सीपत रोड, बिलामपुर-495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

अनुसूची

ब्लाक सं. VI (भाग II) आई बी रिबर कोलफील्डम जिला संबलपुर (उड़ीसा)

सभी अधिकार

क्रम सं.	ग्राम का नाम	बन्धोबस्त सं.	तहसील	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1.	कुडालोई	5	लखनपुर	सम्बलपुर	118.21	भाग
2.	लखनपुर	6	लखनपुर	सम्बलपुर	80.09	भाग
3.	सोलदिया	14	लखनपुर	सम्बलपुर	293.08	भाग
4.	कुसुरालोई	26	लखनपुर	सम्बलपुर	2117.92	भाग
5.	खालियापाली	27	लखनपुर	सम्बलपुर	333.61	सम्पूर्ण
6.	करनाजोरि	28	लखनपुर	सम्बलपुर	595.56	सम्पूर्ण
7.	भुण्डमहुल	29	लखनपुर	सम्बलपुर	197.21	भाग
8.	उबदा	30	लखनपुर	सम्बलपुर	831.04	भाग
9.	टिंगिममान	32	लखनपुर	सम्बलपुर	1053.02	भाग
10.	खोराकुनी	33	लखनपुर	सम्बलपुर	654.01	भाग
11.	आरक्षित वन	—	लखनपुर	सम्बलपुर	1500.00	भाग

कुल योग: 7773.75 एकड़ (लगभग)

या 3145.92 हेक्टर (लगभग)

कुडालोई ग्राम में अर्जित किए गए प्लॉट सं.

2338 (भाग), 2339 (भाग), 2347 (भाग), 2348, 2349 (भाग), 2350, 2352 से 2368, 2369 (भाग), 2370 से 2377, 2378 (भाग), 2379 (भाग), 2385 (भाग), से 2388 (भाग), 2425 (भाग), से 2428 (भाग), 2429, 2430, 2431 (भाग), 2872 (भाग) से 2874 (भाग), 2944 (भाग), 2945 (भाग), 2950 (भाग), 2951 (भाग), 2962 (भाग), 2965 (भाग), 2966 (भाग), 2968 (भाग), 2969, 2970, 2971 (भाग), 2972, 2973 (भाग), से 2976 (भाग), 2977 से 2979, 2980 (भाग), 2981 (भाग) से 2984 (भाग), 2985 से 3008, 3009 (भाग), 3010 (भाग), 3011 से 3016, 3017 (भाग), 3018 से 3035, 3036 (भाग), 3037 (भाग), 3040 (भाग), 3042 (भाग), 3055 (भाग), से 3058 (भाग), 3059 से 3104, 3105 (भाग), 3106 से 3138, 3139 (भाग), से 3141 (भाग), 3149 (भाग), 3152 (भाग), 3153 (भाग), 3158 (भाग) से 3160 (भाग), 3161 से 3164, 3165 (भाग), 3166 से 3182, 2350, 2353/3400, 2352/3401, 2951, 3420 (भाग), 3436 (भाग), 2352/3402, 2352/3403 (भाग), 3155, 3138/3432, 3018/3406, 2425/3407। 3418 (भाग)

लखनपुर ग्राम में अर्जित किए गए प्लॉट सं.

1352 (भाग), 1596 (भाग), 1597 से 1605, 1606 (भाग), 1607 से 1613, 1614 (भाग), 1618 (भाग), 1619 (भाग), 3928 (भाग), 4224।

सोलदिया ग्राम में अर्जित किए गए प्लॉट सं.

7 (भाग), 8 (भाग), 9 से 91, 92 (भाग), 93 से 95, 96 (भाग), 104 (भाग), से 107 (भाग), 108 से 112, 113 (भाग), 114, 115, 117 (भाग), 118 (भाग), 359 (भाग), 360, 361 (भाग) से 364 (भाग), 366 (भाग), 368 (भाग), 369 से 372, 373 (भाग), 374 (भाग), 376 (भाग), 378 (भाग), 379, 380, 381 (भाग), 382 (भाग), 383 से 408, 409 (भाग) से 411 (भाग), 412, 413 (भाग), 420 (भाग), 421 (भाग), 421/837 (भाग), 409/838 (भाग), 18/849, 23/850, 28/851, 29/852, 31/853, 18/854, 44/855, 47/856, 58/857, 76/858, 79/859, 80/860, 80/861, 95/862, 95/863, 92/864, 96/865 (भाग), 92/866 (भाग), 92/867 (भाग), 115/869, 18/884, 369/904, 373/905, 372/906, 376/907 (भाग), 380/910, 379/911, 382/912, 383/913, 412/914, 412/915 (भाग), 374/996 (भाग), 373/997 (भाग), 382/999, 108/1001 (भाग), 108/1002, 108/1003, 379/1024, 379/1032।

1 से 790, 793 से 797, 803 से 878, 880 से 928, 947, 948, 1044 से 1046, 1064 से 1086, 1092 से 1553, 1570 से 1716, 1718 से 1762, 40/1763, 40/1764, 40/1765, 451/1766, 453/1767, 549/1768, 633/1769, 1487/1770, 1574/1771, 1574/1772, 1581/1773, 1535/1774, 1489/1775, 108/1776, 67/1777, 87/1778, 133/1779, 654/1780, 511/1781, 562/1782, 566/1783, 565/1784, 580/1785, 580/1786, 580/1787, 580/1788, 580/1789, 580/1790, 580/1791, 586/1792, 586/1793, 586/1794, 586/1795, 662/1796, 662/1797, 862/1798, 661/1799, 661/1800, 661/1801, 665/1802, 580/1803, 608/1804, 161/1805, 156/1806, 538/1807, 688/1808, 692/1809, 200/1810, 125/1811, 168/1812, 168/1813, 672/1814, 549/1815, 671/1816, 671/1817,

546/1818, 540/1819, 209/1820, 209/1821, 209/1822, 526/1823, 73/1824, 669/1825, 35/1826, 555/1827, 231/1828, 249/1829, 280/1830, 280/1831, 283/1832, 286/1833, 311/1834, 320/1835, 321/1836, 322/1837, 347/1838, 351/1839, 371/1840, 387/1841, 391/1842, 392/1843, 397/1844, 116/1845, 420/1846, 449/1847, 454/1848, 509/1849, 513/1850, 516/1851, 516/1852, 516/1853, 703/1854, 703/1855, 787/1856, 790/1857, 1083/1863, 1139/1864, 1206/1865, 1216/1867, 1217/1868, 1233/1869, 1239/1870, 1254/1871, 1254/1872, 1266/1873, 1267/1874, 1300/1875, 1306/1876, 1306/1877, 1312/1878, 1312/1879, 1312/1880, 1353/1881, 1358/1882, 1384/1883, 1404/1884, 1412/1885, 1416/1886, 1420/1887, 1449/1888, 1467/1889, 1465/1890, 1470/1891, 1470/1892, 1480/1893, 1487/1894, 1489/1895, 1518/1896, 1520/1897, 1541/1898, 1574/1899, 1574/1900, 1574/1901, 1574/1902, 1574/1903, 1585/1904, 1585/1905, 1585/1906, 1627/1907, 1639/1908, 1647/1909, 1657/1910, 1664/1911, 1676/1912, 1684/1913, 1687/1914, 1688/1915, 1703/1916, 1704/1917, 1706/1918, 1707/1919, 1737/1920, 1752/1921, 1574/1922, 1574/1923, 826/1924, 825/1925, 69/1926, 84/1927, 106/1928, 134/1929, 139/1930, 368/1931, 360/1932, 376/1933, 694/1934, 1052/1938, 1052/1939, 879/1940, 879/1941, 879/1942, 879/1943, 1211/1945, 1417/1946, 1448/1947, 1393/1948, 1510/1949, 1510/1950, 1510/1951, 1510/1952, 1510/1953, 1510/1954, 854/1955, 1747/1956, 1547/1957, 1618/1959, 1603/1960, 1603/1961, 1602/1962, 1749/1663, 1649/1964, 1650/1965, 1650/1966, 1650/1967, 1650/1968, 1675/1969, 1675/1970, 1676/1971, 1714/1972, 1707/1973.

बालियापली ग्राम में अर्जित किये गए प्लॉट नं.

1 से 414, 293/415, 118/416, 119/417, 293/418, 293/419, 293/420, 228/421, 79/422, 80/423, 30/424, 47/425, 46/426, 48/427, 171/428, 104/429, 188/430, 251/431, 105/432, 120/433, 120/434, 299/435, 312/436, 312/437, 312/438, 163/439, 162/440, 97/441, 355/442, 170/443, 297/444, 216/445, 215/446, 218/447, 399/448, 298/449, 235/450, 233/451, 228/452, 312/453, 312/454, 355/455.

करलाजोरि ग्राम में अर्जित किये गए प्लॉट नं.

1 से 331, 49/332, 284/333, 289/334, 289/335, 700/336, 133/337, 302/338, 302/339, 101/340, 212/341, 284/342, 284/343, 289/344, 289/345, 307/346, 216/347, 311/348, 306/349, 237/350, 201/351, 211/352, 222/353, 213/354, 213/355, 61/356, 190/357, 199/358, 290/359, 188/360, 274, 361, 210/362, 64/363, 80/364, 141/365, 114/366, 130/367, 158/368, 46/369, 153/370, 153/371, 194/372, 253/373, 253/374, 317/375, 19/376, 185/377, 299/378, 284/379, 284/380, 329/381, 219/382, 201/383, 255/384, 192/385, 192/386, 147/387.

शुण्डामुल ग्राम में अर्जित किये गए प्लॉट नं.

1 से 77, 78 (भाग), 79 (भाग), 84 (भाग), 85 से 88, 89 (भाग), 90 से 92, 93 (भाग), 94 (भाग), 95 से 103, 104 (भाग), 105 से 116, 117 (भाग), 118 से 122, 123 (भाग), 124 से 172, 173 (भाग), 197 (भाग), 198 से 200, 201 (भाग), 202, 203 (भाग), 204 (भाग), 230 (भाग), 56/268, 75/269, 72/272, 124/273, 123/274, 40/275.

उबदा ग्राम में अर्जित किये गए प्लॉट नं.

47(भाग), 151(भाग), 165(भाग), 166(भाग), 167(भाग), 254(भाग), से 257(भाग), 258, 259, 281 (भाग), से 284(भाग), 285, 286(भाग), 288(भाग), 289(भाग), 290 से 312, 313(भाग) से 316(भाग), 317 से 411, 412 (भाग), 419 (भाग), 425(भाग), 426 से 428, 429 (भाग), 430, 431 (भाग), 432(भाग), 433, 434(भाग), 435(भाग), 438(भाग), 439(भाग), 441(भाग), 442, 443 (भाग), 444 से 598, 599(भाग) से 602(भाग), 607(भाग), 608(भाग), 609, 610(भाग), 611(भाग), 612 से 1338, 1340 से 1363, 1367 से 1373, 1375, से 1377, 1379, 1380, 1384 से 1392, 1399, 1400, 1402 से 1405, 348/1412, 354/1413, 1059/1415, 1043/1416, 349/1417, 349/1418, 746/1419, 708/1420, 983/1425, 166/1458(भाग), 310/1464, 319/1465, 322/1466, 350/1467, 360/1468, 359/1469, 356/1470, 358/1471, 358/1472, 358/1473, 358/1474, 355/1475, 361/1476, 361/1477, 354/1478, 406/1479, 478/1480, 478/1481, 489/1482, 612/1486, 637/1487, 659/1488, 685/1489, 704/1490, 704/1491, 716/1492, 716/1493, 716/1494, 716/1495, 716/1496, 716/1497, 716/1498, 725/1499, 725/1500, 765/1501, 775/1502, 916/1503, 916/1504, 916/1505, 918/1506, 918/1507, 972/1508, 976/1509, 979/1510, 980/1511, 997/1512, 1022/1513, 1022/1514, 1022/1515, 1024/1516, 1024/1517, 1024/1518, 1024/1519, 1025/1520, 1028/1521, 1034/1522, 1060/1523, 1065/1524, 1069/1525, 1107/1526, 1139/1527, 1143/1529, 1154/1530, 1163/1531, 1163/1532, 1163/1533, 1163/1534, 1163/1535, 1163/1536, 1163/1537, 1164/1538, 1198/1539, 1200/1540, 1213/1541, 1216/1542, 1362/1543, 1373/1545, 1376/1546, 1379/1547, 1376/1548, 1385/1549, 1389/1550, 1389/1551, 1404/1553, 1404/1554, 983/1558, 466/1564, 462/1565, 517/1566, 517/1567, 511/1568, 259/1569, 259/1570, 259/1571, 317/1572, 317/1573, 669/1574, 669/1575, 361/1577, 357/1578, 357/1579, 356/1580, 358/1581, 704/1582, 716/1583, 716/1584, 716/1585, 721/1586.

टिंगसमलि ग्राम में अर्जित किये गए प्लॉट नं.

17(भाग), 35(भाग), 36(भाग), 37 से 42, 43(भाग), 47(भाग) से 52(भाग), 53 से 68, 69(भाग), 70 से 298, 299(भाग), 301 (भाग), से 304(भाग), 305 से 310, 311(भाग) से 313(भाग), 315(भाग), 317(भाग), 321(भाग), 322 से 335, 336(भाग), 338(भाग), 339(भाग), 340 से 632, 633(भाग), 634 से 640, 641(भाग), 646(भाग), 647(भाग), 648(भाग), 649 से 1023, 1024 (भाग) 1025, से 1027, 1028 (भाग), से 1030(भाग), 1042(भाग) से 1044(भाग), 1045 से 1059, 1060(भाग), 1061 (भाग), 103/1158, 188/1159, 419/1160, 473/1161, 603/1162, 618/1163, 618/1164, 633/1165, 152/1166, 696/1167, 653/1168, 662/1169, 696/1170.

714/1171, 877/1172, 98/1180, 100/1181, 110/1182, 136/1183, 136/1184, 137/1185, 124/1186, 121/1187, 128/1188, 128/1189, 150/1190, 153/1191, 111/1192, 111/1193, 732/1194, 113/1195, 250/1196, 113/1197, 732/1198, 311/1199, 166/1200, 288/1201, 509/1202, 490/1203, 392/1204, 606/1205, 605/1206, 601/1208, 594/1208, 702/1209, 702/1210, 702/1211, 702/1212, 703/1213, 913/1214, 1000/1215, 1006/1316, 1006/1217, 901/1218, 999/1219, 548/1220, 607/1221, 878/1222, 915/1223, 909/1224, 992/1225, 469/1226, 469/1227, 469/1228, 489/1229, 563/1230, 563, 1231, 529/1232, 529/1233, 478/1234, 566/1235, 566/1236, 489/1237, 960/1238, 728/1239, 956/1240, 956, 1241, 519/1242, 831, 831/1243, 978/1244, 515/1245, 966/1246, 966/1247, 812/1248, 857/1249, 853/1250, 877/1251, 714/1252, 715/1253, 715/1254, 681/1255, 117/1256, 1002/1257, 1002/1258, 119/1259, 648/1261 (भाग), 158/1262, 403/1263, 398/1264, 413/1265, 413/1266, 620/1267, 412/1268, 621/1269, 622/1270, 988/1271, 231/1272, 231/1273, 720/1274, 0/1275, 576/1276, 877/1277, 877/1278, 1012/1278, 111/1280, 88/1281, 88/1282, 88/1282, 88/1283, 1021/1284 (भाग), 1060/1290, 1055/1293, 921/1301, 928/1302, 944/1303, 944/1304, 954/1305, 933/1306, 933/1307, 923/1308, 903/1309, 835/1310, 835/1311, 835/1312, 835/1313, 703/1314, 696/1315, 696/1316, 378/1317, 376/1318, 357/1319, 352/1320, 469/1323, 469/1324, 469/1325, 469/1326, 469/1327, 469/1328, 478/1329, 478/1330, 543/1331, 543/1332, 563/1333, 529/1334, 507/1335, 507/1336, 737/1337, 588/1338, 874/1339, 166/1340, 166/1341, 189/1342, 152/1343, 229/1344, 293/1345, 292/1346, 292/1347, 620/1348, 673/1349, 672/1350, 714/1351, 685/1352, 686/1353, 687/1354, 827/1355, 826/1356, 828/1357, 828/1358, 828/1359, 828/1360, 828/1361, 828/1362, 828/1363, 131/1364, 702/1365, 2/1366, 702/1367, 666/1368.

खेराकुली ग्राम अर्जित किए जाने वाले प्लॉट नं.

1 से 472, 473 (भाग), 474 (भाग), 475 से 494, 495 (भाग) से 498 (भाग), 507 (भाग) से 511 (भाग), 512 से 515, 516 (भाग), 617 से 604, 605 (भाग), 608 (भाग), 631 (भाग), 835 (भाग), 636, 637 (भाग), 642 (भाग) से 644 (भाग), 645 से 1060, 1062 (भाग), 1063 (भाग), 1065 (भाग), 1077 (भाग), 140/1538, 140/1539, 436/1540, 436/1541, 933/1545, 910/1546, 840/1547, 710/1548, 118/1549, 580/1550, 862/1551, 112/1554, 110/1555, 982/1557, 982/1558, 953/1559, 62/1560, 62/1561, 428/1565, 566/1566, 563/1567, 648/1568, 645/1569, 654/1570, 654/1571, 306/1572, 897/1573, 34/1574, 4/1575, 5/1576, 33/1577, 6/1578, 52/1579, 46/1580, 49/1582, 987/1583, 789/1584, 1042/1585, 1042/1586, 1042/1587, 734/1588, 956/1590, 956/1591, 665/1592, 1003/1593, 597/1594, 57/1595, 601/1596, 8/1597, 21/1598, 116/1599, 983/1600, 983/1601, 62/1602, 251/1603, 254/1604, 991/1605, 319/1606, 576/1607, 250/1608, 715/1609, 954/1610, 955/1611, 118/1612, 995/1613, 568/1614, 444/1615, 993/1616, 993/1617, 43/1618, 1040/1619, 1077/1620 (भाग), 170/1621, 170/1622, 177/1623, 177/1624, 397/1636, 548/1670, 547/1671, 642/1672 (भाग), 460/1673, 779/1677, 840/1678, 840/1679, 419/1680, 420/1681, 67/1685, 67/166, 76/1687, 228/1688, 229/1689, 370/1690, 369/1691, 366/1692, 364/1693, 361/1694, 568/1695, 568/1696, 550/1697, 549/1698, 547/1699, 545/1700, 536/1701, 198/1702 (भाग), 498/1703 (भाग), 522/1705, 743/1710, 1039/1711, 1035/1712, 1035/1713, 701/1714, 990/1715, 986/1716, 986/1717, 996/1718.

सीमा वर्णन

- ग-2-घ-1 रेखा कुमुरालोई और नेगीपाली, कुमुराली ; और
 घ-2-घ-3 तलेनपाली ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है तथा बिन्दु "घ-3" पर मिलती है।
 घ-3-घ-4 रेखा कुमुरालोई ग्राम की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "घ-4" पर मिलती है।
 घ-4-घ-5 रेखा आरक्षित वन से होकर जाती है और बिन्दु "घ-5" पर मिलती है।
 घ-5-घ-6 रेखा आरक्षित वन की दक्षिणी और पूर्वी सीमा के साथ-साथ जाती है और बिन्दु "घ-9" पर मिलती है।
 घ-7-घ-8-घ-9
 घ-9-घ-9 घ-10
 घ-9-घ-10 रेखा आरक्षित वन की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "घ-10" पर मिलती है।
 घ-10-घ रेखा आरक्षित वन की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "घ-10" पर मिलती है।
 घ-11-घ-12 रेखा कुमुरालोई ग्राम की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "घ-12" पर मिलती है।
 घ-12-घ-13 रेखा कुमुरालोई ग्राम की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "घ-13" पर मिलती है।
 घ-13-घ-14 रेखा मोन्डिया ग्राम की दक्षिणी सीमा के साथ-साथ जाती है और बिन्दु "घ-15" पर मिलती है।
 घ-15
 घ-15-घ-16 रेखा मोन्डिया ग्राम से होकर प्लॉट नं. 835, 837, 421, 410, 409, 420, 411, 413, 915, 382, 381, 378, 997, 373, 996, 371, 907, 376, 368, 364, 363, 362, 366, 361, 359, 113, 117, 118, 104, 105, 106, 107, 1001, 92, 887, 868, 96, 865, 8, 7 से जाती है और मोन्डिया तथा लखनपुर ग्राम की सम्मिलित सीमा पर बिन्दु "घ-16" पर मिलती है।

- घ-16-घ-17 रेखा मखनपुर ग्राम में प्लॉट सं. 1619, 1618, 1614, 1623, 1596, 1606, 1352 से होकर जाती है तथा टिगीमसाल ग्राम में प्लॉट सं. 69, 52, 51, 17, 50, 49, 48, 47, 43, 36, 35, 299, 301, 302, 304, 303, 311, 312, 313, 315, 321, 317, 336, 339, 338 में से होकर जाती है, फिर कुडालोई ग्राम में प्लॉट सं. 2872, 2874, 2873, 2983, 2984, 2982, 2981, 2980, 2976, 2975, 2974, 2973, 2965, 2966, 2971, 2682, 2968, 3009, 3010, 3436, 2951, 2950, 2945, 2944, 3017, 3037, 3036, 3040, 3042, 3058, 3057, 3056, 3195, 3055, 3141, 3149, 3140, 3139, 3152, 3153, 3418, 3160, 3159, 3158, 3165, 2431, 2428, 2427, 2426, 2425, 2369, 2379, 2378, 2385, 2388, 2387, 2386, 3403, 3420, 2349, 2347, 2339, 2338 में से होकर जाती है और कुडालोई तथा खैराकुनी ग्राम की सम्मिलित सीमा पर बिंदु "घ-17" पर मिलती है।
- घ-17-घ-18 रेखा खैराकुनी ग्राम की उत्तरी सीमा के साथ-साथ जाती है और बिंदु "घ-20" पर मिलती है।
- घ-18, घ-19, घ-20
- घ-20ख रेखा खैराकुनी ग्राम में प्लॉट सं. 608, 473, 474, 497, 496, 495, 1703, 498, 511, 1702, 510, 509, 508, 516, 507, 605, 631, 635, 637, 644, 643, 642, 1672, 1062, 1063, 1085, 1620, 1077 में से होकर जाती है, और फिर टिगीमसाल ग्राम में प्लॉट सं. 1060, 1061, 1044, 1043, 1042, 1028, 1029, 1030, 1024, 1284, 1261, 648, 647, 647, 646, 641, 633 में से होकर अग्रसर होती है और खुण्डामहुल ग्राम से होकर प्लॉट सं. 79, 78, 104 में से जाती है और बिंदु "ख" पर मिलती है।
- घ-ग 12 रेखा खुण्डामहुल ग्राम में प्लॉट सं. 104, 94, 93, 89, 84, 117, 197, 201, 203, 204, 123, 230 में से होकर जाती है, फिर उब्दा ग्राम में प्लॉट सं. 288, 289, 286, 281, 284, 282, 283, 313, 314, 315, 316, 260, 257, 256, 255, 254, 412, 425, 429, 431, 419, 432, 344, 435, 438, 439, 443, 441, 166, 167, 1458, 165, 151, 599, 600, 601, 602, 608, 607, 610, 611, 47 में से होकर अग्रसर होती है और बिंदु "ग" 12 पर मिलती है।
- ग-12-ग-11 रेखा उब्दा ग्राम में प्लॉट सं. 47 की दक्षिणी सीमा के साथ-साथ जाती है, फिर प्लॉट 612, 1335, 1336, 1337, 1332, 1340, 1362, 1361, 1360, 1358, 1543, 1377, 1546, 1380, 1379, 1373, 1384, 1388, 1390, 1392, 1399, 1400, 1167, 1403 की पूर्वी सीमा के साथ-साथ जाती है और बिंदु "ग-11" पर मिलती है।
- ग-11-ग-10 रेखा उब्दा ग्राम और कुसुरालोई ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और बिंदु "ग-10" पर मिलती है।
- ग-10-ग-9 रेखा कुसुरालोई ग्राम में प्लॉट सं. 790, 1857, 793, 794, 797, 803, 804, 870, 871, 872 की पूर्वी सीमा के साथ-साथ जाती है और बिंदु "ग-9" पर मिलती है।
- ग-9-ग-8-ग-7 रेखा कुसुरालोई ग्राम में प्लॉट सं. 879 (सड़क) की दक्षिणी और पूर्वी सीमा के साथ-साथ जाती है और बिंदु "ग-7" पर मिलती है।
- ग-7-ग-6 रेखा कुसुरालोई ग्राम में प्लॉट सं. 928, 1139, 1105, 947, 948, 1101, 1100, 1099, 1098, 1097, 1095, 1094, 1892, 1086, 1044, 1045, 1046, 1079, 1078, 1938, 1064 की उत्तरी सीमा के साथ-साथ तथा प्लॉट सं. 1066, 1067, 1068, 1070 की पूर्वी सीमा के साथ-साथ जाती है और फिर प्लॉट सं. 1071, 1171, 1553, 1552, 1570 की उत्तरी सीमा के साथ-साथ जाती है और बिंदु "ग" पर मिलती है।
- ग-6-ग-5-ग-4 रेखा कुसुरालोई ग्राम में प्लॉट संख्यांक 1716 की पश्चिमी और उत्तरी सीमा के साथ-साथ जाती है और बिंदु "ग-4" पर मिलती है।
- ग-4-ग-3-ग-2 रेखा कुसुरालोई ग्राम में प्लॉट सं. 1718 की पश्चिमी और उत्तरी सीमा के साथ-साथ जाती है और बिंदु "ग-2" पर मिलती है।

[फा. नं. 43015/7/86-सी.ए.]

New Delhi, the 29th April, 1987

S.O.1235—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 21(E) dated 15th January, 1985 under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 15th January, 1985, the Central Government gave notice of its intention to acquire lands and rights in the locality specified in the Schedule appended to that notification;

And whereas the Competent Authority in pursuance of section 8 of the said Act has made his report to the Central Government.

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Orissa, is satisfied that the lands measuring 3145.92 hectares (approximately) or 7773.75 acres (approximately) described in the Schedule appended hereto should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby declares that the lands measuring 3145.92 hectares (approximately) or 7773.75 acres (approximately) described in the said Schedule are hereby acquired.

The plan No. C-1(E)/III/DDR/306/1285 dated 18th December, 1985 of the area covered by this notification may be inspected in the Office of the Collector, Sambalpur (Orissa) or in the Office of the Coal Controller, 1, Council 169 GI/87—2.

House Street, Calcutta or in the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 (Madhya Pradesh).

THE SCHEDULE
BLOCK NO. VI (PART-II)
IB RIVER COALFIELDS
DISTRICT SAMBALPUR (ORISSA)

ALL RIGHTS

Sl. Name of the Village Settlement No.	Tehsil	District	Area in acres	Remarks	
1. Kudaloi	5	Lakhanpur	Sambalpur	118.21	Part
2. Lakhanpur	6	Lakhanpur	Sambalpur	80.09	Part
3. Soldia	14	Lakhanpur	Sambalpur	293.08	Part
4. Kusuraloi	26	Lakhanpur	Sambalpur	2117.92	Part
5. Khaliapali	27	Lakhanpur	Sambalpur	333.61	Full
6. Karlajori	28	Lakhanpur	Sambalpur	595.56	Full
7. Khuntamahul	29	Lakhanpur	Sambalpur	197.21	Part
8. Ubda	30	Lakhanpur	Smabalpur	831.04	Part
9. Tingismal	32	Lakhanpur	Sambalpur	1053.02	Part
10. Khairakuni	33	Lakhanpur	Sambalpur	654.01	Part
11. Reserved Forest	—	Lakhanpur	Sambalpur	1500.00	Part

Gand Total : 7773.75 acres (approximately

or

3145.92 hectares (approximately)

Plot numbers acquired in village Kudaloi :

2338 (Part), 2339 (Part), 2347 (Part), 2348, 2349 (Part), 2350, 2352 to 2368, 2369 (Part), 2370 to 2377, 2378 (Part), 2379 (Part), 2385 (Part) to 2388 (Part), 2425 (Part) to 2428 (Part), 2429, 2430, 2431 (Part), 2872 (Part), to 2874 (Part), 2944 (Part), 2945 (Part), 2950 (Part), 2951 (Part), 2962 (Part), 2965 (Part), 2966 (Part), 2968 (Part), 2969, 2970, 2971 (Part), 2972, 2973 (Part) to 2976 (Part), 2977 to 2979, 2980 (Part), 2981 (Part) to 2984 (Part), 2985 to 3008, 3009 (Part), 3010 (Part), 3011 to 3016, 3017 (Part), 3018 to 3035, 3036 (Part), 3037 (Part), 3040 (Part), 3042 (Part), 3055 (Part) to 3058 (Part), 3059 to 3104, 3105 (Part), 3106 to 3138, 3139 (Part) to 3141 (Part), 3149 (Part), 3152 (Part), 3153 (Part), 3158 (Part) to 3160 (Part), 3161 to 3164, 3165 (Part), 3166 to 3182, 2350/3420 (Part), 2353/3400, 2352/3401, 2951/3436 (Part), 2352/3402, 2352/3403 (Part), 3155/3418 (Part), 3138/3432, 3018/3406, 2425/3407.

Plot numbers acquired in village Lakhanpur :

1352 (Part), 1596 (Part), 1597 to 1605, 1606 (Part), 1607 to 1613, 1614 (Part), 1618 (Part), 1619 (Part), 3928 (Part), 4224.

Plot numbers acquired in village Soldia :

7 (Part), 8 (Part), 9 to 91, 92 (Part), 93 to 95, 96 (Part), 104 (Part) to 107 (Part), 108 to 112, 113 (Part), 114, 115, 117 (Part), 118 (Part), 359 (Part), 360, 361 (Part) to 364 (Part), 366 (Part), 368 (Part), 369 to 372, 373 (Part), 374 (Part), 376 (Part), 378 (Part), 379, 380, 381 (Part), 382 (Part), 383 to 408, 409 (Part) to 411 (Part), 412, 413 (Part), 420 (Part), 421 (Part), 421/837 (Part), 409/838 (Part), 18/849, 23/850, 28/851, 29/852, 31/853, 18/854, 44/855, 47/856, 58/857, 76/858, 79/859, 80/860, 80/861, 95/862, 95/863, 92/864, 96/865 (Part), 92/866 (Part), 92/867 (Part), 115/869, 18/884, 369/904, 373/905, 372/806, 376/907 (Part), 380/910, 379/911, 382/912, 383/913, 412/914, 412/915 (Part), 374/996 (Part), 373/997 (Part), 382/999, 108/1001 (Part), 108/1002, 108/1003, 379/1024, 379/1032.

Plot numbers acquired in village Kusuraloi :

1 to 790, 793 to 797, 803 to 878, 880 to 928, 947, 948, 1044 to 1046, 1064 to 1086, 1092 to 1553, 1570 to 1716, 1718 to 1762, 40/1763, 40/1764, 40/1765, 451/1766, 453/1767, 549/1768, 633/1769, 1487/1770, 1574/1771, 1574/1772, 1581/1773, 1535/1774, 1489/1775, 108/1776, 67/1777, 87/1778, 133/1779, 654/1780, 511/1781, 562/1782, 566/1783,

565/1784, 580/1785, 580/1786, 580/1787, 580/1788, 580/1789, 580/1790, 580/1791, 586/1792, 586/1793, 586/1794, 586/1795, 662/1796, 662/1797, 662/1798, 661/1899, 661/1800, 661/1801, 665/1802, 580/1803, 608/1804, 161/1805, 156/1806, 538/1807, 688/1808, 692/1809, 200/1810, 125/1811, 168/1812, 168/1813, 672/1814, 549/1815, 671/1816, 671/1817, 546/1818, 540/1819, 209/1820, 209/1821, 209/1822, 526/1823, 73/1824, 669/1825, 35/1826, 555/1827, 231/1828, 249/1829, 280/1830, 280/1831, 283/1832, 286/1833, 311/1834, 320/1835, 321/1836, 322/1837, 347/1838, 351/1839, 371/1840, 387/1841, 391/1842, 392/1843, 397/1844, 416/1845, 420/1846, 499/1847, 454/1848, 509/1849, 513/1850, 516/1851, 516/1852, 516/1853, 703/1854, 703/1855, 787/1856, 790/1857, 1093/1863, 1139/1864, 1206/1865, 1216/1866, 1216/1867, 1217/1868, 1233/1869, 1239/1870, 1254/1871, 1254/1872, 1266/1873, 1267/1874, 1300/1875, 1306/1876, 1306/1877, 1312/1878, 1312/1879, 1312/1880, 1353/1881, 1358/1882, 1384/1883, 1401/1884, 1412/1885, 1416/1886, 1420/1887, 1449/1888, 1467/1889, 1465/1890, 1470/1891, 1470/1892, 1480/1893, 1487/1894, 1489/1895, 1518/1896, 1520/1897, 1541/1898, 1574/1899, 1574/1900, 1574/1901, 1574/1902, 1574/1903, 1585/1904, 1585/1905, 1585/1906, 1627/1907, 1639/1908, 1647/1909, 1657/1910, 1664/1911, 1676/1912, 1684/1913, 1687/1914, 1688/1915, 1703/1916, 1704/1917, 1706/1918, 1707/1919, 1737/1920, 1752/1921, 1574/1922, 1574/1923, 826/1924, 825/1925, 69/1926, 84/1927, 106/1928, 134/1929, 139/1930, 368/1931, 360/1932, 376/1933, 674/1934, 1052/1938, 1052/1939, 879/1940, 879/1941, 879/1942, 879/1943, 1211/1945, 1417/1946, 1448/1947, 1393/1948, 1510/1949, 1510/1950, 1510/1951, 1510/1952, 1510/1953, 1510/1954, 854/1955, 1747/1956, 1547/1957, 1618/1959, 1603/1960, 1603/1961, 1602/1962, 1749/1963, 1649/1964, 1650/1965, 1950/1966, 1650/1967, 1630/1968, 1675/1969, 1975/1970, 1676/1971, 1714/1972, 1707/1973.

Plot numbers acquired in village Khaliapali :

1 to 414, 293/415, 118/416, 119/417, 293/418, 293/419, 293/420, 228/421, 79/422, 80/423, 30/424, 47/425, 46/426, 48/427, 171/428, 104/429, 188/430, 251/431, 105/432, 120/433, 120/434, 299/435, 312/436, 312/437, 312/438, 163/439, 162/440, 97/441, 355/442, 170/443, 297/444, 216/445, 215/446, 218/449, 399/448, 298/449, 235/450, 233/451, 228/452, 312/453, 312/454, 355/455.

Plot numbers acquired in village Karlajori :

1 to 331, 49/332, 284/333, 289/334, 289/335, 300/336, 133/337, 302/338, 302/339, 101/340, 312/341, 284/342, 284/343, 289/344, 289/345, 307/346, 216/347, 311/348, 306/349, 237/350, 204/351, 211/352, 222/353, 213/354, 213/355, 61/356, 190/357, 199/358, 200/359, 188/360, 274/361, 240/362, 64/363, 80/364, 141/365, 114/366, 130/367, 158/368, 46/369, 153/370, 153/371, 194/372, 253/373, 253/374, 317/375, 19/376, 185/377, 299/378, 284/379, 284/380, 329/381, 219/382, 201/384, 255/384, 192/385, 192/386, 147/387.

Plot numbers acquired in village Khuntamahul :

1 to 77, 78 (Part), 77 (Part), 84 (Part), 85 to 88, 89 (Part), 90 to 92, 93 (Part), 94 (Part), 95 to 103, 104 (Part), 105 to 116, 117 (Part), 118 to 122, 123 (Part), 124 to 172, 173 (Part), 197 (Part), 198 to 200, 201 (Part), 202, 203 (Part), 204 (Part), 230 (Part), 56/268, 75/269, 72/272, 124/273, 123/274, 40/275.

Plot numbers acquired in village Ubda :

47 (Part), 151 (Part), 165 (Part), 166 (Part), 167 (Part), 254 (Part) to 257 (Part), 258, 259, 260 (Part), 281 (Part) to 284 (Part), 285, 286 (Part), 288 (Part), 289 (Part), 290 to 312, 313 (Part) to 316 (Part), 317 to 411, 412 (Part), 419 (Part), 425 (Part), 426 to 428, 429 (Part), 430, 431 (Part), 432 (Part), 433, 434 (Part), 435 (Part), 438 (Part), 439 (Part), 441 (Part), 442, 443 (Part), 444 to 598, 599 (Part) to 602 (Part), 607 (Part), 608 (Part), 609, 610 (Part), 611 (Part), 612 to 1338, 1340 to 1363, 1367 to 1373, 1375 to 1377, 1379, 1380, 1384 to 1392, 1399, 1400, 1402 to 1405, 348/1412, 354/1413, 1059/1415, 1043/1416, 349/1417, 349/1418, 746/1419, 708/1420, 983/1425, 166/1458 (Part), 310/1464, 319/1465, 322/1466, 350/1467, 360/1468, 359/1469, 356/1470, 358/1471, 358/1472, 358/1473, 358/1474, 355/1475, 361/1476, 361/1477, 354/1478, 406/1479, 478/1480, 478/1481, 489/1482, 612/1486, 637/1487, 659/1488, 685/1489, 704/1490, 704/1491, 716/1492, 716/1493, 716/1494, 716/1495, 716/1496, 716/1497, 716/1498, 725/1499, 725/1500, 765/1501, 775/1502, 916/1503, 916/1504, 916/1505, 918/1506, 918/1507, 972/1508, 976/1509, 979/1510, 980/1511, 997/1512, 1022/1513, 1022/1514, 1022/1515, 1024/1516, 1024/1517, 1024/1518, 1024/1519, 1025/1520, 1028/1521, 1034/1522, 1060/1523, 1065/1524, 1069/1525, 1107/1526, 1139/1527, 1143/1529, 1154/1530, 1163/1531, 1163/1532, 1163/1533, 1163/1534, 1163/1535, 1163/1536, 1163/1537, 1164/1538, 1198/1539, 1200/1540, 1213/1541, 1216/1542, 1362/1543, 1373/1545, 1376/1546, 1376/1547, 1376/1548, 1385/1549, 1589/1550, 1389/1551, 1404/1553, 1404/1554, 983/1558, 466/1564, 462/1565, 517/1566, 517/1567, 511/1568, 259/1569/259/1570, 259/1571, 317/1572, 317/1573, 669/1574, 669/1575, 361/1577, 357/1578, 357/1579, 356/1580, 358/1581, 704/1582, 716/1583, 716/1584, 716/1585, 721/1586.

Plot numbers acquired in village Tingismal :

17 (Part), 35 (Part), 36 (Part), 37 to 42, 43 (Part), 47 (Part) to 52 (Part), 53 to 63, 69 (Part), 70 to 298, 299 (Part), 301 (Part) to 304 (Part), 305 to 310, 311 (Part) to 313 (Part), 315 (Part), 317 (Part), 321 (Part), 322 to 335, 336 (Part),

338 (Part), 339 (Part), 340 to 632, 633 (Part), 634 to 640, 641 (Part), 646 (Part), 647 (Part), 648 (Part), 649 to 1023, 1024 (Part), 1024, to 1027, 1028 (Part) to 1030 (Part), 1042 (Part) to 1044 (Part), 1045 to 1059, 1060 (Part), 1061 (Part), 103/1158, 188/1159, 419/1160, 475/1161, 605/1162, 618/1163, 618/1164, 633/1165, 152/1166, 696/1167, 653/1168, 662/1169, 696/1170, 714/1171, 877/1172, 98/1180, 100/1181, 110/1182, 136/1183, 136/1184, 137/1185, 124/1186, 121/1187, 128/1188, 128/1189, 150/1190, 153/1191, 111/1192, 111/1193, 732/1194, 113/1195, 250/1196, 113/1197, 732/1198, 311/1199, 166/1200, 288/1201, 509/1202, 490/1203, 392/1204, 606/1205, 605/1206, 601/1207, 594/1208, 702/1209, 702/1210, 702/1211, 702/1212, 703/1213, 913/1214, 1000/1215, 1006/1216, 1006/1217, 901/1218, 999/1219, 548/1220, 607/1221, 878/1222, 915/1223, 909/1224, 992/1225, 469/1226, 469/1227, 469/1228, 489/1229, 563/1230, 563/1231, 529/1232, 529/1233, 478/1234, 566/1235, 566/1236, 489/1237, 960/1238, 728/1239, 956/1240, 956/1241, 519/1242, 831/1243, 978/1244, 515/1245, 966/1246, 966/1247, 812/1248, 857/1249, 853/1250, 877/1251, 714/1252, 715/1253, 715/1254, 681/1255, 117/1256, 1002/1257, 1002/1258, 119/1259, 648/1261 (Part), 158/1262, 403/1263, 398/1264, 413/1265, 413/1266, 620/1267, 412/1268, 621/1269, 622/1270, 988/1271, 231/1272, 231/1273, 720/1274, 810/1275, 576/1276, 877/1277, 877/1278, 1012/1279, 111/1280, 88/1281, 88/1282, 88/1283, 1021/1284 (Part), 1060/1290, 1055/1293, 921/1301, 929/1302, 944/1303, 944/1304, 954/1305, 933/1306, 933/1307, 923/1308, 903/1309, 835/1310, 835/1311, 835/1312, 835/1313, 703/1314, 696/1315, 696/1316, 378/1317, 376/1318, 357/1319, 352/1320, 469/1323, 469/1324, 469/1325, 469/1326, 469/1327, 469/1328, 478/1329, 478/1330, 543/1331, 543/1332, 563/1333, 529/1334, 507/1335, 507/1336, 737/1337, 588/1338, 874/1339, 166/1340, 166/1341, 189/1342, 152/1343, 229/1344, 293/1345, 292/1346, 292/1347, 620/1348, 673/1349, 672/1350, 714/1351, 685/1352, 686/1353, 687/1354, 827/1355, 826/1356, 828/1357, 828/1358, 828/1359, 828/1360, 828/1361, 828/1362, 828/1363, 131/1364, 702/1365, 702/1366, 702/1367, 666/1368.

Plot numbers acquired in village Khairakuni :

1 to 472, 473 (Part), 474 (Part), 475 to 494, 495 (Part) to 498 (Part), 507 (Part) to 511 (Part), 512 to 515, 516 (Part), 517 to 604, 605 (Part), 608 (Part), 631 (Part), 635 (Part), 636, 637 (Part), 642 (Part) to 644 (Part), 645 to 1060, 1062 (Part), 1063 (Part), 1065 (Part), 1077 (Part), 140/1538, 140/1539, 436/1540, 436/1541, 933/1545, 910/1546, 840/1547, 710/1548, 118/1449, 580/1550, 362/1551, 112/1554, 110/1555, 982/1557, 982/1558, 953/1559, 62/1560, 62/1561, 428/1565, 566/1566, 565/1567, 648/1568, 645/1569, 654/1570, 654/1571, 306/1572, 897/1573, 34/1574, 4/1575, 5/1576, 33/1577, 6/1578, 52/1579, 46/1580, 49/1581, 49/1582, 987/1583, 789/1584, 1042/1585, 1042/1586, 1042/1587, 734/1588, 956/1590, 956/1591, 665/1592, 1003/1593, 597/1594, 597/1595, 601/1596, 8/1597, 21/1598, 116/1599, 983/1600, 983/1601, 62/1602, 251/1603, 254/1604, 991/1605, 319/1606, 576/1607, 250/1608, 715/1609, 954/1610, 955/1611, 118/1612, 995/1613, 568/1614, 444/1615, 993/1616, 993/1617, 43/1618, 1040/1619, 1077/1620 (Part), 170/1621, 170/1622, 177/1623, 177/1624, 397/1636, 548/1670, 547/1671, 642/1672 (Part), 460/1673, 779/1677, 840/1678, 840/1679, 419/1680, 420/1681, 67/1685, 67/1686, 76/1687, 228/1688, 229/1689, 370/1690, 369/1691, 366/1692, 364/1693, 361/1694, 568/1695, 565/1696, 550/1697, 549/1698, 547/1699, 545/1700, 536/1701, 198/1702 (Part), 498/1703 (Part), 522/1705, 743/1710, 1039/1711, 1035/1712, 1035/1713, 701/1714, 990/1715, 986/1716, 986/1717, 996/1718.

Boundary description :

- | | |
|-----------|--|
| C2-D-D1 | Line passes along the common boundary of villages Kusuraloi and Negipali, Kusuraloi and Telenpali |
| D2-D3. | and meets at point 'D3'. |
| D3-D4. | Line passes along the southern boundary of village Kusuraloi and meets at point 'D4'. |
| D4-D5. | Line passes through Reserve Forest and meets at point 'D5'. |
| D5-D6-D7 | Line passes along the southern and eastern boundary of Reserve Forest and meets at point 'D9'. |
| D8-D9. | |
| D9-D10. | Line passes along the western boundary of Reserve Forest and meets at point 'D10'. |
| D-10-D11- | Line passes along the southern boundary of village Kusuraloi and meets at point 'D12'. |
| D12. | |
| D12-D13. | Line passes along the western boundary of villages Kusuraloi and meets at point 'D13'. |
| D13-D14- | Line passes along the southern boundary of village Soldia and meets at point 'D15'. |
| D15. | |
| D15-D16. | Line passes through village Soldia in plot numbers 838, 837, 421, 410, 409, 420, 411, 413, 915, 382, 381, 378, 997, 373, 996, 374, 907, 376, 368, 364, 363, 362, 366, 361, 359, 113, 117, 118, 104, 105, 106, 107, 1001, 92, 867, 866, 96, 865, 8, 7 and meets on the common boundary of villages Soldia and Lakhanpur at point 'D16'. |

- D-16-D17. Line passes through village Lakhampur in plot numbers 1619, 1618, 1614, 3928, 1596, 1606, 1352, then proceeds through village Tingismal in plot numbers 69, 52, 51, 17, 50, 49, 48, 47, 43, 36, 35, 299, 301, 302, 304, 303, 311, 312, 313, 315, 321, 317, 336, 339, 338, then proceeds through village Kudaloi in plot numbers 2872, 2874, 2873, 2983, 2984, 2982, 2981, 2980, 2976, 2975, 2974, 2973, 2965, 2966, 2971, 2962, 2968, 3009, 3010, 3436, 2951, 2950, 2945, 2944, 3017, 3037, 3036, 3040, 3042, 3058, 3057, 3056, 3105, 3055, 3141, 3149, 3140, 3139, 3152, 3153, 3418, 3160, 3159, 3158, 3165, 2431, 2428, 2427, 2426, 2425, 2369, 2379, 2378, 2385, 2388, 2387, 2386, 3403, 3420, 2349, 2347, 2339, 2338 and meets on common boundary of villages Kudaloi and Khairakuni at point 'D17'.
- D17-D18-D19-D20. Line passes along the northern boundary of village Khairakuni and meets at point 'D20'.
- D20—B Line passes through village Khairakuni in plot numbers 608, 473, 474, 497, 496, 495, 1703, 498, 511, 1702, 510, 509, 508, 516, 507, 605, 631, 635, 637, 644, 643, 642, 1672, 1062, 1063, 1065, 1620, 1077, then proceeds through village Tingismal in plot numbers 1060, 1061, 1044, 1043, 1042, 1028, 1029, 1030, 1024, 1284, 1261, 648, 648, 647, 646, 641, 633 and proceeds through village Khuatamahul in plot numbers 79, 78, 104 and meets at point 'B'.
- B—C12 Line passes through village Khuntamahul in plot numbers 104, 94, 93, 89, 84, 117, 173, 197, 201, 203, 204, 123, 230, then proceeds through village Ubda in plot numbers 228, 289, 286, 281, 284, 282, 283, 313, 314, 315, 316, 260, 257, 256, 225, 254, 412, 425, 429, 431, 419, 432, 434, 435, 438, 439, 443, 441, 166, 167, 1458, 165, 151, 599, 600, 601, 602, 608, 607, 610, 611, 47 and meets at point 'C12'.
- C12—C11 Line passes through village Ubda along the southern boundary of plot number 47, then along the eastern boundary of plot numbers 612, 1335, 1336, 1337, 1332, 1340, 1363, 1362, 1361, 1360, 1358, 1543, 1377, 1546, 1380, 1379, 1373, 1384, 1388, 1390, 1392, 1399, 1400, 1167, 1403, and meets at point 'C11'.
- C11—C10 Line passes along the common boundary of villages Ubda and Kusuraloi and meets at point 'C10'.
- C10—C9 Line passes through village Kusuraloi along the eastern boundary of plot numbers 790, 1857, 793, 794, 797, 803, 804, 870, 871, 872 and meets at point 'C9'.
- C9—C8—C7 Line passes through village Kusuraloi along the Southern and eastern boundary of plot number 879, (Road) at and meets at point 'C7'.
- C7—C6 Line passes through village Kusuraloi along the northern boundary of plot numbers 928, 1139, 1105, 947, 948, 1101, 1100, 1099, 1098, 1097, 1095, 1094, 1092, 1086, 1044, 1045, 1046, 1079, 1078, 1938, 1064 along the eastern boundary of plot numbers 1066, 1067, 1069, 1070 and then along the northern boundary of plot numbers 1071, 1171, 1553, 1552, 1570 and meets at point 'C6'.
- C6—C5—C4 Line passes through village Kusuraloi along the western and northern boundary of plot number 1716 and meets at point 'C4'.
- C4—C3—C2 Line passes through village Kusuraloi along the western and northern boundary of plot number 1718 and meets at the starting point 'C2'.

[No. 43015/7 86—CA]

का.ग्रा. 1236:—केन्द्रीय सरकार ने, कोयला भारत क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन भारत सरकार के मूलपूर्व इस्पात, खान और कोयला मंत्रालय की अधिसूचना सं. 4513, तारीख 9 सितम्बर 1985 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिशेष में भूमि का अर्जन करने के अपने आशय की सूचना दी थी ;

और सूक्ष्म प्राधिकारी ने, उक्त अधिनियम की धारा 8 के अनुसरण में अपनी रिपोर्ट केन्द्रीय सरकार को दी है ;

और केन्द्रीय सरकार का, पूर्वांकित रिपोर्ट पर विचार करने और मध्य प्रदेश सरकार से परामर्श करने के पश्चात् यह समाधान हो गया है कि :—

(क) इससे संलग्न अनुसूची "क" में वर्णित 81.687 हेक्टर (लगभग) या 201.85 एकड़ (लगभग) माप की भूमि का; और

(ख) इससे संलग्न अनुसूची "ख" में वर्णित 113.634 हेक्टर (लगभग) या 1022.09 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान खेदन, खुदाई करने और खोजने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का ;

अर्जन करना चाहिए ;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि :—

(क) उक्त अनुसूची "क" में वर्णित 81.687 हेक्टर (लगभग) या 201.85 एकड़ (लगभग) माप की भूमि का; और

(ख) उक्त अनुसूची "ख" में वर्णित 113.634 हेक्टर (लगभग) या 1022.09 एकड़ (लगभग) माप की भूमि में खनिजों के खनन, खदान खेदन,

खुदाई करने और खोजने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें से जाने के अधिकारों का अर्जन किया जाता है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1(ई)/III/सी आर/342-486, तारीख 29 अप्रैल, 1986, का निरीक्षण कलकत्ता, महबोब (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या माउण्ट ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्थान अनुभाग) सीपत रोड, बिलासपुर-495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

अनुसूची "क"

बिजुरी विस्तारण ब्लॉक

आयरा बाण्ड कोयला क्षेत्र

जिला महबोब (मध्य प्रदेश)

सभी अधिकार

क्रम सं.	ग्राम	पटवारी सॉकिल सं.	बन्धोबस्त सं.	तहसील और जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1:	लोहसारा	21	929	कोतमा और महबोब	201.85	भाग

कुल क्षेत्र : 201.85 एकड़ (लगभग)

या 81.687 हेक्टर (लगभग)

ग्राम लोहसारा में अर्जित किए गए प्लॉट सं. :- 5 (भाग), 6 से 8, 9 (भाग), 10 से 22, 23 (भाग), 24, 25 (भाग), 26 (भाग), 27 (भाग), 28 (भाग), 46 (भाग), 47 (भाग), 48 से 65, 66 (भाग), 67 (भाग), 68 (भाग), 70 (भाग), 77 (भाग), 78 (भाग), 79 (भाग), 80 (भाग), 81 (भाग), 82 से 85, 86 (भाग), 312 (भाग), 313 (भाग), 314 से 326, 327 (भाग), 615 (भाग), 621 (भाग), 622 (भाग), 624 (भाग), 627 (भाग), 628 से 631, 632 (भाग), 633 से 641, 642 (भाग), 643, 644, 645 (भाग), 646 से 685, 686 (भाग), 687 (भाग), 688 से 704, 705 (भाग), 706 से 735, 740 (भाग), 792 (भाग), 793 (भाग), 794 (भाग), 797 (भाग), 821 (भाग), 822 (भाग), 823 से 837, 838 (भाग), 841 (भाग), 842 से 845, 846 (भाग), 847, 848 (भाग), 849 (भाग), 850 (भाग), 851 से 859, 860 (भाग), 861 से 874, 875 (भाग), 876 से 882, 883 (भाग), 884 (भाग), 885, 886, 887 (भाग), 888, 889 (भाग), 891 (भाग), 892, 893 (भाग), 894, 895, 896 (भाग), 897 (भाग), 900 (भाग), 901 (भाग), 927 (भाग), 928 से 956, 957 (भाग), 958, 959 (भाग), 960 (भाग), 962 (भाग), 963, 964, 965 (भाग), 966 (भाग), 967 (भाग), 969 (भाग), 970 (भाग), 971 (भाग), 973 (भाग), 974 (भाग), 975 (भाग), 976 (भाग), 987 (भाग), 988 (भाग), 989 (भाग), 990 से 994, 995 (भाग), 996 से 1017, 1018 (भाग), 1019 (भाग), 1023 (भाग), 1024 (भाग), 1025 (भाग), 1026 (भाग), 1027 (भाग), 1030 (भाग), 1048 (भाग), 1083, 1086, 1096, 1097, 1099 और 1100 (भाग)

सीमा वर्णन

- क—ख. रेखा, बिन्दु "क" से आरम्भ होती है और सोमना और लोहसारा ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।
- ख—ग. रेखा, लोहसारा ग्राम के प्लॉट सं. 740, 792, 705, 793, 794, 797 में से होकर जाती है और बिन्दु "ग" पर मिलती है।
- ग—घ. रेखा, लोहसारा ग्राम के प्लॉट सं. 687, 686, 822, 821, 838, 841, 846, 840, 849, 850, 860, 861, 957, 959, 960, 962, 965, 966, 967, 969, 970, 971, 995, 973, 974, 989, 975, 976 में से होकर जाती है और प्लॉट सं. 1099 में बिन्दु "घ" पर मिलती है।
- घ—ङ. रेखा, लोहसारा ग्राम के प्लॉट सं. 1099, 987, 988 में से होकर जाती है और लोहसारा और कोरजा ग्रामों की सम्मिलित सीमा पर बिन्दु "ङ" पर मिलती है।
- ङ—च. रेखा, लोहसारा और कोरजा ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "च" पर मिलती है।
- च—छ. रेखा, कोयला आरक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) अधीन अर्जित क्षेत्र की दक्षिणी सीमा के साथ-साथ जाती है, देखिए अधिसूचना का.आ. सं. 2978 तारीख 17 सितम्बर, 1962, और लोहसारा ग्राम के प्लॉट सं. 988 पर बिन्दु "छ" पर मिलती है।
- छ—ज—प. रेखा, कोयला आरक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित क्षेत्र की पश्चिमी सीमा के साथ-साथ लोहसारा ग्राम में से होकर जाती है, देखिए अधिसूचना का.आ. सं. 2978, तारीख 17 सितम्बर, 1962, और बिन्दु "प" पर मिलती है।
- प—क. रेखा, लोहसारा ग्राम के प्लॉट सं. 28, 23, 8, 9 में से होकर जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

संयुक्ती 'ख'
बिजुरी विस्तारण ब्लॉक
सागरा खंड कोयला क्षेत्र
जिला राहडोल (मध्य प्रदेश)

खसत अधिकार

क्रम सं.	ग्राम	पटवारी सक्ति सं.	बन्दोबस्त सं.	तहसील और जिला	क्षेत्र एकड़ों में	टिप्पणियां
1.	कोरजा	20	126	कोरजा और राहडोल	110.00	भाग
2.	पञ्चरीपानी	20	584	यथोक्त	65.72	भाग
3.	बिजुरी	20	734	यथोक्त	357.75	भाग
4.	दलवल	20	428	यथोक्त	486.52	भाग
5.	महुवारी उर्फ महुवारी खुर्द	20	845	यथोक्त	2.10	भाग

कुल क्षेत्र : 1022.09 एकड़ (लगभग)

या 413.634 हेक्टर (लगभग)

ग्राम कोरजा में अर्जित किए गए प्लॉट सं. : 63 (भाग), 64 (भाग), 85 (भाग), 66 से 77, 78 (भाग), 79 (भाग), 80 (भाग), 103 (भाग), 105 (भाग), 106, 107 (भाग), 108 (भाग) और 253 (भाग) ।

ग्राम पञ्चरीपानी में अर्जित किए गए प्लॉट सं. : 1/2, 2/2, 3/1, 4 से 10, 11 (भाग), 12 से 33, 34 (भाग), 41 (भाग), 42 (भाग), 43 से 55, 56 (भाग), 57 (भाग), 58, 59 (भाग), 60 (भाग), 75 (भाग), 77 (भाग), 78 से 83, 84/1 (भाग), 85 से 88, 89 (भाग), 90 (भाग), 96 (भाग), 117 (भाग), 118 (भाग), 119 (भाग), 120 (भाग), 121 से 129, 130 (भाग), 131 (भाग), 133 (भाग), 178, 179 और 183 ।

ग्राम बिजुरी में अर्जित किए गए प्लॉट सं. : 142 (भाग), 143 (भाग), 145/1, 145/2, 804, 899, 146 (भाग), 147 से 152, 153 (भाग), 155 (भाग), 156 (भाग), 180 (भाग), 184/1, 185 से 189, 190 (भाग), 191/1, 192/4, 193 से 200, 201 (भाग), 202 (भाग), 204 (भाग), 206 से 294, 295/1, 296/1, 298 से 346, 387 (भाग), 348, 380 (भाग), 381/1, 385/1, 386/1, 387/1 से 397, 398/1, 399/1, 400 से 438, 437/1, 438/1, 439 (भाग), 440, 441 (भाग), 442 (भाग), 477 (भाग), 531/1, 532 (भाग), 533/1, 534, 535 (भाग), 536 (भाग), 538 (भाग), 539/1, 539/3, 540/1, 541 से 544, 545 (भाग), 546 से 618, 619/1, 620/1, 621 से 657, 658/1, 661 से 880, 881 (भाग), 886 से 898 और 901 ।

ग्राम दलवल में अर्जित किए गए प्लॉट सं. : 3 (भाग), 4, 5 (भाग), 6, 7 (भाग), 8 से 89, 90 (भाग), 91, 92 (भाग), 93, 94, 95 (भाग), 96 (भाग), 109 (भाग), 110 (भाग), 190 (भाग), 213 (भाग), 223 (भाग), 235 (भाग), 236 (भाग), 237, 238 (भाग), 239 (भाग), 240 (भाग), 241 से 243 और 244 (भाग) ।

ग्राम महुवारी उर्फ महुवारी खुर्द में अर्जित किए गए प्लॉट सं. : 659/8 (भाग) ।

सीमा वर्णन :

- क—ख रेखा, कोरजा ग्राम के प्लॉट सं. 63, 64, 65, 80, 79, 78, 105, 103, 107, 108 में से होकर जाती है जो बिन्दु "न" पर मिलती है ।
- ख—छ रेखा, कोरजा ग्राम के प्लॉट सं. 108, 253, में से होकर जाती है और फिर पञ्चरीपानी ग्राम के प्लॉट सं. 84/1, 89, 90, 96, 77, 75, 60, 59, 57, 56, 42, 41 में से होकर जाती है और प्लॉट सं. 11 में बिन्दु "छ" पर मिलती है ।
- छ—ज रेखा, प्लॉट सं. 32 की दक्षिणी सीमा के साथ-साथ पञ्चरीपानी ग्राम के प्लॉट सं. 11 से होकर जाती है फिर प्लॉट सं. 34, 118, 117, 119, 120, 131, 130, 133 में से होकर जाती है फिर बिजुरी ग्राम के प्लॉट सं. 881 में से होकर जाती है और फिर दलवल ग्राम के प्लॉट सं. 110, 190, 109, 90, 213, 92, 95, 96 में से होकर जाती है, रेल साइन पार करती है और प्लॉट सं. 236, 235, 238, 239, 240, 244 में से होकर जाती है और बिन्दु "ज" पर मिलती है ।
- ज—झ रेखा, दलवल ग्राम के प्लॉट सं. 244 में से होकर जाती है और बिन्दु "झ" पर मिलती है ।
- झ—ञ रेखा, दलवल ग्राम के प्लॉट सं. 244, 7, 3, 5 में से होकर जाती है और फिर बिजुरी ग्राम के प्लॉट सं. 204, 201 में से होकर जाती है और बिन्दु "ञ" पर मिलती है ।
- ञ—ट रेखा, बिजुरी ग्राम के प्लॉट सं. 202 में से होकर जाती है फिर महुवारी ग्राम से होकर जाती है और प्लॉट सं. 659/8 में बिन्दु "ट" पर मिलती है ।
- ट—ठ—ड रेखा, महुवारी ग्राम के प्लॉट सं. 659/8 में से होकर जाती है और बिन्दु "ड" पर मिलती है ।
- ड—इ—ए—त—थ रेखा, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित क्षेत्र की पूर्वी सीमा के साथ-साथ महुवारी, बिजुरी और पञ्चरीपानी ग्रामों में जाती है, देखिए अधिसूचना का.धा. 2978, तारीख 17 नवम्बर, 1962 और पञ्चरीपानी ग्राम में बिन्दु "अ" पर मिलती है ।
- थ—द—क रेखा, मोहारा और कोरजा ग्रामों की सम्मिलित सीमा के साथ-साथ जाती है और अन्तिम बिन्दु "क" पर मिलती है ।

[सं. 43015/10/86—सी ए.]

समय सिंह, चम्बर मजिस्ट्रेट

S. O. 1236.—Whereas by the notification of the Government of India in the ex-Ministry of Steel Mines and Coal No. S.O. 4513 dated 9th September, 1985, published in the Gazette of India dated 21st September, 1985, under sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to acquire the lands in the locality specified in the Schedule annexed to that notification

And whereas the competent authority in pursuance of Section 8 of the said Act has made his report to the Central Government:

And whereas the Central Government, after considering the report aforesaid and after consulting the Government of Madhya Pradesh is satisfied that;

- (a) the lands measuring 81.687 hectares (approximately) or 201.85 acres (approximately) described in Schedule 'A' appended hereto and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 413.634 hectares (approximately) or 1022.09 acres (approximately) described in Schedule 'B' appended hereto; should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 9 of the the said Act, the Central Government hereby declares that—

- (a) the lands measuring 81.687 hectares (approximately) or 201.85 acres (approximately) described in the said Schedule 'A' and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 413.634 hectares (approximately) or 1022.09 acres (approximately) described in the said Schedule 'B' are hereby acquired.

The plan bearing No. C-1(E)/III/CR/342-486 dated 29th April, 1986 of the area covered by this notification may be inspected in the Office of the Collector, Shahdol (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Section), Scept Road, Bilaspur-495001 (Madhya Pradesh).

SCHEDULE 'A'

BIJURI EXTENSION BLOCK

Jhagrakhand Coalfield

District Shahdol (Madhya Pradesh)

ALL RIGHTS

Sl. No.	Village	Patwari Circle Number	Settlement Number	Tahsil & District	Area (in acres)	Remarks
1	2	3	4	5	6	7
1.	Lohsara	21	929	Kotma & Shahdol	201.85	Part
Total Area :						201.85 acres (approximately)
					or	81.687 hectares (approximately)

Plot numbers acquired in village Lohsara :

5 Part, 6 to 8, 9 Part, 10 to 22, 23 Part, 24, 25 Part, 26 Part, 27 Part, 28 Part, 46 Part, 47 Part, 48 to 65, 66 Part, 67 Part, 68 Part, 70 Part, 77 Part, 78 Part, 79 Part, 80 Part, 81 Part, 82 to 85, 86 Part, 312 Part, 313 Part, 314 to 326, 327 Part, 615 Part, 621 Part, 622 Part, 624 Part, 627 Part, 628 to 631, 632 Part, 633 to 641, 642 Part, 643, 644, 645 Part, 646 to 685, 686 Part, 687 Part, 688 to 704, 705 Part, 706 to 739, 740 Part, 792 Part, 793 Part, 794 Part, 797 Part, 821 Part, 822 Part, 823 to 837, 838 Part, 841 Part, 842 to 845, 846 Part, 847, 848 Part, 849 Part, 850 Part, 851 to 859, 860 Part, 861 to 874, 875 Part, 876 to 822, 883 Part,

884 Part, 885, 886, 887 Part, 888, 889 Part, 891 Part, 892, 893 Part, 894, 895, 896 Part, 897 Part, 900 Part, 901 Part, 927 Part, 928 to 956, 957 Part, 958, 959 Part 960 Part, 962 Part, 963, 964, 965 Part, 966 Part, 967 Part, 969 Part, 970 Part, 971 Part, 973 Part, 974 Part, 975 Part, 976 Part, 987 Part, 988 Part, 989 Part, 990 to 994, 995 Part, 996 to 1017, 1018 Part, 1019 Part, 1023 Part, 1024 Part, 1025 Part, 1026 Part, 1027 Part, 1030 Part, 1048 Part, 1083, 1086, 1096, 1097, 1099 and 1100 Parts.

Boundary description :

- A—B Line starts from point 'A' and passs along the common boundary of villages Somna and Lohsara and meets at point 'B'.
- B—C Line proceeds through village Lohsara in plot numbers 740, 792, 705, 793, 794, 797 and meets at point 'C'.
- C—D Line passes through village Lohsara in plot numbers 687, 686, 822, 821, 838, 841, 846, 848, 849, 850, 860, 861, 957, 959, 960, 962, 965, 966, 967, 969, 970, 971, 995, 973, 974, 989, 975, 976 and meets in plot numbers in 1099 at point 'D'.
- D—E Line passes through village Lohsara in plot numbers 1099, 987, 988 and meets at the common boundary of villages Lohsara and Korja at point 'E'.
- E—R Line passes along the common village boundary of Lohsara and Korja and meets at point 'R'.
- R—S Line passes along the southern boundary of the area acquired under Section 9(1) of the Coal Bearing Area (Acquisition and Development) Act, 1957 vide notification S.O. No. 2978 dated 17th September 1962 and meets in plot number 988 of Village Lohsara at point 'S'.
- S—T—U — Line passes through village Lohsara along the western boundary of the area acquire under Section 9(1) of the Coal Bearing Area (Acquisition and Development) Act, 1957 vide notification S.O. No. 2978 dated 17th September 1962 and meets at point 'U'.
- U—A Line passes through village Lohsara in plot numbers 28, 23, 5, 9 and meets at the starting point 'A'.

SCHEDULE 'B'

BIJURI EXTENSION BLOCK

Jhagrakhand Coalfield

DISTRICT SHAHDOL (MADHYA PRADESH)

MINING RIGHTS

Sl. No.	Village	Patwari Circle number	Settlement No.	Tahsil & district	Area in acres	Remarks
1		2	3	4	5	6
1.	Korja	20	126	Kotma & Shahdol	110.00	Part
2.	Padripani	20	584	Kotma & Shahdol	65.72	Part
3.	Bijuri	20	734	Kotma & Shahdol	357.75	Part
4.	Daldal	20	428	Kotma & Shahdol	486.52	Part
5.	Mahuwari Ali's Mahuwari Khurd	20	845	Kotma & Shahdol	2.10	Part

Total Area : 1022.09 acres (approximately)

or 413.634 hectares (approximately)

Plot numbers acquired in village Korja :

63 Part, 64 Part, 65 Part, 66 to 77, 78 Part, 79 Part, 80 Part, 103 Part, 105 Part, 106, 107 Part, 108 Part and 253 Part.

Plot numbers acquired in village Padripani :

1/2, 2/2, 3/1, 4 to 10, 11 Part, 12 to 33, 34 Part, 41 Part, 42 Part, 43 to 55, 56 Part, 57 Part, 58, 59 Part, 60 Part, 75 Part, 77 Part, 78 to 83, 84/1 Part, 85 to 88, 89 Part, 90 Part, 96 Part, 117 Part, 118 Part, 119 Part, 120 Part, 121 to 129, 130 Part, 131 Part, 133 part, 178, 179 and 183.

Plot numbers acquired in village Bijuri :

142 Part, 143 Part, 145/1, 145/2, 904, 899, 146 Part, 147 to 152, 153 Part, 155 Part, 156 Part, 180 Part, 184/1, 185 to 189, 190 Part, 191/1, 192/1, 193 to 200, 201 Part, 202 Part, 204 Part, 205 to 294, 295/1, 296/1, 298 to 346, 347 Part, 348, 380 Part, 381/1, 385/1, 386/1, 387 to 397, 398/1, 399/1, 400 to 436, 437/1, 438/1, 439 Part, 440, 441 Part, 442 Part, 477 Part, 531/1, 532 Part, 533/1, 534, 535 Part, 536 Part, 538 Part, 539/1, 539/3, 540/1, 541 to 544, 545 Part, 546 to 618, 619/1, 620/1, 621 to 657, 658/1, 661 to 880, 881 Part, 886 to 898 and 901.

Plot numbers acquired in village Daldal :

3 Part, 4, 5 Part, 6, 7 Part, 8 to 89, 90 Part, 91, 92 Part, 93, 94, 95 Part, 96 Part, 109 Part, 110 Part, 190 Part, 213 Part, 223 Part, 235 Part, 236 Part, 237, 238 Part, 239 Part, 240 Part, 241 to 243 and 244 Part.

Plot numbers acquired in village Mahuwari alias Mahuwari Khurd.

659/8 Part.

Boundary Description :

- E—F Line passes through village Korja in plot numbers 63, 64, 65, 80, 78, 103, 105, 107, 108 and meets at point 'F'.
- F—G Line passes through village Korja in plot numbers 108, 253, then proceeds through village Padripani in plot numbers 84/1, 89, 90, 96, 77, 75, 60, 59, 57, 56, 42, 41 and meets in plot number 11 at point 'G'.
- G—H Line proceeds through village Padripani in plot number 11 along the southern boundary of plot number 32, then through plot numbers 34, 118, 117, 119, 120, 131, 130, 133, then proceeds through village Bijuri in plot number 881 and then Proceeds through village Daldal in plot numbers 110, 190, 109, 90, 213, 92, 95, 96, crosses railway line, 236, 235, 238, 239, 240, 244 and meets at point 'H'.
- H—I Line passes through village Daldal in plot number 244 and meets at point 'I'.
- I—J Line passes through village Daldal in plot numbers 244, 7, 3, 5, then proceeds through village Bijuri in plot numbers 204, 201 and meets at point 'J'.
- J—K Line passes through village Bijuri in plot number 202, then proceeds through village Mahuwari and meets in plot number 659/8 at point 'K'.
- K—L—M Line passes through village Mahuwari in plot number 659/8 and meets at point 'M'.
- M—N—O—
- P—Q Line passes in villages Mahuwari, Bijuri and Padripani along the eastern boundary of the area acquired under section 9(1) of the Coal Bearing Area (Acquisition and Development) Act 1957 vide notification S.O. No. 2978 dated 17th September, 1962 and meets in village Padripani at point 'Q'.
- Q—R—E Line passes along the common boundary of Villages Lohsara and Korja and meets at the starting point 'E'.

[F.No. 43015/10/86-CA]

SAMAY SINGH, Under Secy.

मानव संसाधन विकास मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 28 अप्रैल, 1987

पूर्व विन्यास अधिनियम, 1890

और

राष्ट्रीय अध्यापक कल्याण प्रतिष्ठान

का.भा. 1237:—इससे उपाबद्ध अनुसूची में विनिर्दिष्ट संपत्ति को भारत के पूर्व विन्यास कोषाध्यक्ष में निहित करने और भारत सरकार के भूतपूर्व शिक्षा मंत्रालय की अधिसूचना सं. का.भा. 1955, तारीख 25 जून, 1962 के रूप में अधिसूचित स्कीम के अनुसार उसका उपयोग करने के लिए केन्द्रीय सरकार को एक प्रावेदन किया गया है ;

अतः अब, केन्द्रीय सरकार, पूर्व विन्यास अधिनियम, 1890 (1890 का 6) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और पूर्वोक्त प्रावेदन पर, निवेश देती है कि उक्त संपत्ति भारत के पूर्व विन्यास कोषाध्यक्ष में निहित होगी और उसके द्वारा धारित होगी तथा यह भी निवेश देती है कि उक्त संपत्ति और उसकी आय का उपयोग उपर्युक्त स्कीम में अधिकृत निबंधनों के अनुसार किया जाएगा।

अनुसूची

राष्ट्रीय अध्यापक कल्याण प्रतिष्ठान के निमित्त डाकघर पंच वर्षीय सावधि खाते में विनियोजित 25,00,000 रुपये (केवल पच्चीस लाख रुपये) की राशि को निक्षेप 9 दिसम्बर, 1986 से प्रभावी है और दिसम्बर 1991 को 11.5 प्रतिशत वार्षिक की दर पर ब्याज सहित प्रतिसंदेय है।

[सं. एफ. 21-19/85-स्कूल-5]

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Education)

New Delhi, the 28th April, 1987

In the matter of the Charitable Endowments Act, 1890.

and

In the matter of the National Foundation for Teachers' Welfare.

S.O. 1237.—Whereas an application has been made to the Central Government for vesting the property, specified in the Schedule appended hereto, in the Treasurer of Charitable Endowments for India, to be applied in accordance with the scheme published with the notification of the Government of India in the late Ministry of Education No. S.O. 1955, dated the 25th June, 1962.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 4 of the Charitable Endowments Act, 1890 (6 of 1890), and on the application as aforesaid the Central Government hereby directs that the said property shall vest in the Treasurer of Charitable Endowments for India to be held by him and directs that the said property and the income thereof shall be applied in accordance with the terms set out in the aforesaid scheme.

SCHEDULE

A sum of Rs. 25,00,000 (Rupees twenty five lakhs only) invested on behalf of the National Foundation for Teachers' Welfare in 5-Year Post Office Time Deposit Account, the deposit being effective from the 9th December, 1986 repayable on the 9th December, 1991, with interest at the rate of 11.5 per cent per annum.

[No. F. 21-19/85-School-5]

पूर्व विन्यास अधिनियम, 1890

और

राष्ट्रीय अध्यापक कल्याण प्रतिष्ठान

का.भा. 1238:—इससे उपाबद्ध अनुसूची में विनिर्दिष्ट संपत्ति को भारत के पूर्व विन्यास कोषाध्यक्ष में निहित करने और भारत सरकार के भूतपूर्व शिक्षा मंत्रालय की अधिसूचना सं. का.भा. 1955, तारीख 25 जून, 1962 के रूप में अधिसूचित स्कीम के अनुसार उसका उपयोग करने के लिए केन्द्रीय सरकार को एक प्रावेदन किया गया है ;

अतः अब, केन्द्रीय सरकार, पूर्व विन्यास अधिनियम, 1890 (1890 का 6) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और पूर्वोक्त प्रावेदन पर, निवेश देती है कि उक्त संपत्ति भारत के पूर्व विन्यास कोषाध्यक्ष में निहित होगी और उसके द्वारा धारित होगी तथा यह भी निवेश देती है कि उक्त संपत्ति और उसकी आय का उपयोग उपर्युक्त स्कीम में अधिकृत निबंधनों के अनुसार किया जाएगा।

अनुसूची

राष्ट्रीय अध्यापक कल्याण प्रतिष्ठान के निमित्त डाकघर पंच वर्षीय सावधि खाते में विनियोजित 50,00,000 रुपये (केवल पचास लाख रुपये) की राशि को निक्षेप 24 जुलाई, 1986 से प्रभावी है और 24 जुलाई, 1991 को 11.5 प्रतिशत वार्षिक की दर पर ब्याज सहित, प्रतिसंदेय है।

[सं. एफ. 21-19/85-स्कूल-5]

आर. एस. सिरोही, उप सचिव

In the matter of the Charitable Endowments Act, 1890 and

In the matter of the National Foundation for Teachers' Welfare.

S.O. 1238.—Whereas an application has been made to the Central Government for vesting the property, specified in the Schedule appended hereto, in the Treasurer of Charitable Endowments for India, to be applied in accordance with the scheme published with the notification of the Government of India in the late Ministry of Education No. S.O. 1955, dated the 25th June, 1962

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 4 of the Charitable Endowments Act, 1890 (6 of 1890), and on the application as aforesaid, the Central Government hereby directs that the said property shall vest in the Treasurer of Charitable Endowments for India to be held by him and directs that the said property and the income thereof shall be applied in accordance with the terms set out in the aforesaid scheme.

SCHEDULE

A sum of Rs. 50,00,000 (Rupees fifty lakhs only) invested on behalf of the National Foundation for Teachers' Welfare in 5-Year Post Office Time Deposit Account, the deposit being effective from the 24th July, 1986 repayable on the 24th July, 1991, with interest at the rate of 11.5 per cent per annum.

[No. F. 21-19/85-School-5]

R. S. SIROHI, Dy Secy.

मानव संसाधन मंत्रालय

नई दिल्ली, 14 अप्रैल, 1987

का.भा. 1239:—कर्म भिन्न अधिनियम, 1953 (1953 का 27) की धारा 8(1) के साथ पठित धारा 4 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्रीय सरकार एतद्वारा की जी.टी. पाइस को 1

अप्रैल, 1987 से दो वर्षों की अवधि के लिए इन्डियन एयरलाइन्स के प्रबंध निदेशक के रूप में नियुक्त करती है।

[एफ. संख्या ए. बी.-18013/1/82-एस।]

एस. गणेशपण्डियन, निदेशक

MINISTRY OF CIVIL AVIATION

New Delhi, the 14th April, 1987

S.O. 1239.—In exercise of the powers conferred by Section 4 read with Section 8(1) of the Air Corporation Act, 1953 (27 of 1953), the Central Government hereby appoints Shri G.T. Pais as Managing Director, Indian Airlines with effect from 1st April, 1987 for a period of two years.

[F. No. AV.18013/1/82-AC]

S. GANESAPANDIAN, Director

संचार मंत्रालय

नई दिल्ली, 24 अप्रैल, 1987

का.आ. 1240.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिवासियों की बसवर्गीय अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करके हुए और भारत सरकार संचार मंत्रालय की अधिसूचना सं., का.आ. 889 तारीख 7 फरवरी, 1985 को उन बातों के सिवाय अधिभ्रान्त करते हुए जिन्हें ऐसे अधिकरण से पहले किया गया है या करने का लोप किया गया है, विदेश संचार निगम लिमिटेड जो कम्पनी अधिनियम, 1956 (1956 का 1) के अधीन रजिस्ट्रीकृत एक सरकारी कम्पनी है, के अधिकारियों को, जो भारत सरकार के राजपत्रित अधिकारी के समतुल्य हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है। वे उक्त सारणी के स्तम्भ 2 की तत्स्थानीय प्रविष्टियों में विनिर्दिष्ट परिमरों की बाबत अपनी-अपनी अधिकारिता की स्थानीय सीमाओं के भीतर, उक्त अधिनियम द्वारा या उसके अधीन

सम्पदा अधिकारियों को प्रवृत्त शक्तियों का प्रयोग करते और उन पर अधिरोपित कार्यवाहियों का पालन करेंगे।

सारणी

अधिकारियों का पदनाम सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं

1	2
1. निदेशक (प्रशासन) विदेश संचार निगम लिमिटेड, मुम्बई	ग्रंथ बेतार अभियंत्रण केन्द्र, डोंड, जिसका पुणे (महाराष्ट्र) की स्थानीय सीमाओं के भीतर स्थित विदेश संचार निगम लिमिटेड के, या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए परिसर।
2. (क) निदेशक, विदेश संचार निगम लिमिटेड आर्बी, कलकत्ता, देहरादून, मद्रास, नई दिल्ली, पुणे और श्रीनगर	संबंधित केन्द्रों पर स्थित विदेश संचार निगम लिमिटेड के, या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए परिसर।
(ख) उप निदेशक (प्रशासन), विदेश संचार निगम लिमिटेड मुम्बई	
(ग) भारमाध्यक इंजीनियर, विदेश संचार निगम लिमिटेड, आर्बी, कलकत्ता, देहरादून, डोंड, मद्रास और श्रीनगर	

[फाइल सं. डी-11014/1/84-प्रो. सी]

प्रार.प्रार. प्रामन्व, अवर सचिव

MINISTRY OF COMMUNICATION

New Delhi, the 24th April, 1987

S.O. 1240.—In exercise of the powers conferred by section 3 of the Public premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Communications No. S.O. 889 dated the 7th February, 1985, except as respect things done or omitted to be done before such supersession, the Central Government hereby appoints the officers of the Videsh Sanchar Nigam Limited, a Government Company registered under the Companies Act, 1956 (1 of 1956), being officers equivalent to the rank of Gazetted Officer of the Government of India, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed, on estate officers by or under the said Act, within the local limits of their respective jurisdiction in respect of the premises specified in the corresponding entries in column 2 of the said Table.

TABLE

Designation of Officers	Categories of Public premises and local limits of jurisdiction
(1)	(2)
1. Director (Administration) Videsh Sanchar Nigam Ltd., Bombay.	Premises belonging to or taken on lease by or on behalf of Videsh Sanchar Nigam Limited situated within the local limits of Beam Wireless Receiving Station at Dhond District. Pune (Maharashtra).

2. (a) Director, Videsh Sanchar Nigam Ltd., Arvi, Premises belonging to or taken on lease by or on behalf of Videsh Sanchar Nigam Limited situated at the Calcutta, Dehradun, Madras, New Delhi, Pune and the respective stations.
- (b) Deputy Director, Administration Videsh Sanchar Nigam Limited, Bombay.
- (c) Engineer-in-Charge, Videsh Sanchar Nigam Limited Arvi, Calcutta, Dehradun, Dhond, Madras and Srinagar.

[F No. D.11014/1/84-OC]

R.R. ANAND, Under Secy.

भूमि संश्लेष

नई दिल्ली, 27 अप्रैल, 1987

का. घा. 1241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सिंगरेनी कोलियरीज कम्पनी लि., पोस्ट गोदावरीखानी जिला—करिम नगर (प्रान्ध प्रदेश) के प्रबंधन से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-87 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 27th April, 1987

S.O. 1241.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure the industrial dispute between the employers in relation to the management of Singareni Collieries Co. Ltd., P.O. Godavari Khani, District Karimnagar (A.P.) and their workmen, which was received by the Central Government on the 21-4-1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 49 of 1986

BETWEEN :

The workmen of Singareni Collieries Company Limited, P.O. Godavari Khani, Karimnagar District, A.P.

AND

The Management of M/s. Singareni Collieries Company Limited, P.O. Godavari Khani, Karimnagar, District A.P.

APPEARANCES :

Sarvasri G. Bikshapathi and G. Vidya Sagar and V. Vishwanatham, Advocates for the workmen.

None for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/11/85-D.III(B) dated 22-10-1986 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the management of M/s. Singareni Collieries Limited, P.O. Godavari khani and their workmen to this Tribunal for adjudication.

"Whether the management of M/s. Singareni Collieries Company Limited, Ramagundam Division, P.O. Godavari Khanl, District Karimnagar (A.P.) are

justified in not granting Gr. II Group C (Rs. 23.60-1.12.32.16) to the following 21 Technicians, of Open Cast Mine, Godavari Khani with effect from 1-4-1980 ? If not, to what relief, these workmen are entitled ?

1. Shri Y. Satyanarayana.
2. Shri P. C. Krishna.
3. Shri B. Janardhan Reddy.
4. Shri N. V. P. K. S. Rao
5. Shri G. S. R. Murthy
6. Shri B. C. Brahma.
7. Shri T. Tata Rao.
8. Shri U. V. Venkat Rao.
9. Sri Sohanlal.
10. Sri S. Kanadavelu.
11. Sri B. Rama Rao.
12. Shri D. S. Shanker Rao.
13. Sri P. Venkat Ratnam.
14. Sri K. Sudarshan Reddy.
15. Sri D. Punna Rao.
16. Sri Y. Satyanarayana.
17. Sri Suryanarayana.
18. Sri Jahangir
19. Sri B. Pandu.
20. Sri G. J. Chary.
21. Sri Kondla Prabhakar."

This reference was registered as Industrial Dispute No. 49 of 1986 and notices were issued to the parties.

2. This claims statement filed by the workmen seeking that the Management of Singareni Collieries Company Limited, Ramagundam Division is not justified for not granting Grade II Group C to the 21 technicians appended to the annexure of open Cast Mine, Godavari Khani with effect from 1-4-1980. It is mentioned that this Union is registered under the provisions of the Trade Union Act and it is affiliated to Bharatiya Mazdoor Sangh and all these workmen are working in Open Cast Mine at Godavari Khani. The Open Cast Mine system was introduced in Singareni Collieries in the year 1975. Similar Open Cast operations are being conducted at Munuguru, Golathi and Yellandu. The workmen were appointed as Turners, Welders, Electricians and excavation project which is otherwise known as open cast mines. Therefore they are designated as E. P. Turners, E. P. Fitters, E. P. Welders and E. P. Electricians. The service conditions and pay scales of workman in coal mines through out India are governed by the agreement settled at All India level. They are styled as National Coal Wage Agreements. They are binding on all the coal mines including the respondent Company in the country. The excavation workers are given the separate job description in N.C.W.A.I and it is made applicable to all the open cast workman. N.C.W.A.-I was in operation upto 31-12-1978. Thereafterwards N.C.W.A.-II was excluded which came into operation from 1-1-1979 to 31-12-1982 and N.C.W.A.-III is presently under operation from 1-1-1983 to 31-12-1986.

N.C.W.A.-I for excavation workmen considered their technical qualifications and experience, they were appointed in Grade II Group D in the post of E.P. Turners, E. P. Fitters, E.P. Electricians, E. P. Welders. All the workmen concerned fulfilled the necessary qualifications and experience in Grade II post in their respective trades and therefore there were appointment orders as Grade II Workmen. When N.C.W.A.-II came into force with effect from 1-1-1979 the job description for excavation were again redefined. While under N.C.W.A.-I in respective excavation there were only two categories i.e. Grade II Group D with a commencing basis Rs. 15.90 per day and second category is Grade I Group B with a commencing basis of Rs. 20.45 per day. It is a promotional post from Group D. This categorisation was changed in N.C.W.A.-II and the said two categories were split into three categories which are as follows :

Grade III	Group D	Basic Rs. 20.90 per day.
Grade II	Group C	Basic Rs. 23.60 per day.
Grade I	Group B	Basic Rs. 25.45 per day.

It is stated that the Grade III personnel are promoted to Grade II and Grade I respectively. According to the job description in N.C.W.A.-II that apart Grade II group D should be placed in the correspondent Grade II Group C, the reason being that the job description given to the said post in N.C.W.A.-I are in pari material to that of job descriptions in N.C.W.A.-II. All the workmen concerned are entitled to be placed in Grade II Group C consequent on introduction of new wage structure under N.C.W.A.-II. The Standardisation Committee finalised the job description in the month of February 1981 and the recommendations were given effective from 1-4-1980. Therefore all these workmen concerned in the dispute who are already working under Grade II Group D category are entitled to be fixed at appropriate stages in Grade II Group C under N.C.W.A.-II. But for the reasons best known to the Respondent Management the said fixation was not done. On the other hand the workmen who were in Grade II Group D (N.C.W.A.-I) are promoted to Grade II Group C in the year 1981 and thereafter. While in fact all of them are eligible in Grade II Group C from 1-4-1980. So all these workmen concerned are entitled to be placed in Grade II Group C (N.C.W.A.-II) from 1-4-1980 on the principles of equal pay for equal work keeping in view the recommendations of the Standardisation Committee of J.B.C.C.I.

3. This reference was made to this Tribunal on 14-11-1986 and numbered as I.D. No. 49 of 1986 and both the parties were served with the notice. The management received notice was absent inspite of service. Sri G. Bikshapathi and Sri Vidya Sagar, Advocates filed Vakalat on behalf of the workmen and filed claims statement also. They also filed a Memo to show that the copy of the claims statement was served upon the Management. For the Management counter it is posted to 19-1-1987. On 19-1-1987 the management was absent and there was no representation. Time is extended for counter till 23-2-1987. Again the matter was called on 23-2-1987 and the Management was called absent, there was no representation. It is represented by Sri Vidya Sagar, Advocate that he was already served with the claims statement on the Management and they did not file any counter. Hence it is adjourned to 14-3-1987.

4. On 14-3-1987 also the Management was called absent and there was no representation on their behalf and no counter is filed by the Management. Then the workmen Counsel along with the witnesses K. Bhagwan Reddy are present and ready and filed a Memo M. P. No. 93/87 requesting that the matter should be proceeded under Rule 10-B of the I.D. Central Rules. Then an order is passed stating that the Management having acknowledged the notice was not prepared to be presented for the best reasons known to itself, and Sri Bikshapathi opposed any further time being granted and relied upon under Rule 10-B of the I.D. Central Rules and the same was accepted as true and correct and the Management is set ex parte i.e. four months after the reference and the Memo is allowed accordingly.

5. On 27-3-1987 Sri Vadya Sagar, Advocate along with two witnesses Sri K. Bhagwan Reddy and B. C. Brahman

were present and as the Court was otherwise engaged in I.D. No. 36 of 1984 regarding the evidence in M.P. No. 77/86 it is adjourned to 28-3-1987. The workers evidence was recorded on 28-3-1987 by examining W.W.1 and W.W.2 and Exs. W1 to W10 were marked. The workmen evidence is closed. It is posted for arguments on 1-4-1987. The arguments of the workmen were heard on 1-4-1987 and the matter was closed and reserved for award.

6. The evidence of W.W.1 would show that he is working as Excavation Plant Fitter in Godavari Khani and that he is Organising Secretary, S.C. Coal Mines Karmika Sangham, Ramagundam. According to him the Federation expressed their view before the Conciliation Officer regarding their problems and as per Ex. W1 and the Conciliation Officer reported failure as per Ex. W2 and N.C.W.A.-I came into force from 11-12-1974. He marked N.C.W.A.-I relevant portion regarding the job description pertaining to it as Ex. W3 and also the relevant portion pertaining to wages as Ex. W4. These two are photostat copies signed by him. According to him the present petitioners in I.D. No. 49 of 1986 came into the category of Grade II Group D as per N.C.W.A.-I. It is also his call that N.C.W.A.-II came into operation from 1-1-1979 to 31-12-1982 and as per the job description prescribed for the workmen of Open Cast Mine including the petitioners who are in the Excavation cadre. To justify the same under Ex. W5 recommendations of J.B.C.C.I which are marked through their General Secretary filed in the Tribunal as Ex. W6. It is dated 2-2-1981 at page 5 of Ex. W6 Clauses 6, 7, 8 and 10 referred to job description obtaining to this dispute. According to him all these workers are entitled to Grade II Group C categorisation with salary starting at Rs. 23.60-1-13-32-16 N.C.W.A.-I and II gave the same job description in the report of Open Cast Mine and they included in N.C.W.A.-II and they included another Grade as Grade III. In other words in N.C.W.A.-I there are two grades, in N.C.W.A.-II there are three grades namely Grade I, Grade II and Grade III as per N.C.W.A.-II all these 21 workmen mentioned in this Industrial Dispute are entitled for wages of Grade II Group C in Open Cast Mine. What is described as Grade D in N.C.W.A.-I is recategorised as Group C in N.C.W.A.-II it is not a promotion. The job description is the same for both. He produced Ex. W7 letter dated 31-3-1983 wherein it is shown that promotions given to U. V. Venkat Rao, B. Rama Rao, S. Kandevelu, Sohan Lal, Jahangir, M. Suryanarayana and Y. Satyanarayana from Group D to Group C in Grade II and mentioned the said order is wrong. According to him from 1-4-1980 all these persons are deemed to be in Group C in Grade II. Even in the case of Chenchi Krishna as per Ex. W8 he was shown in service from August 1978 but as per Ex. W9 office order he was shown in Grade II Group C from 1-9-1982. It is contended that he should have been automatically shown in Grade II Group C as per Re-categorisation from 1-4-1980. He filed annexure to the claims statement showing the details of all the workers indicating when they entered into service and the date of grafting them in Grade II by N.C.W.A.-II and proceedings given to them in Grade I. It is his case that all these people are entitled for Grade II Group C from 1-4-1980. It is further mentioned that they would have been entitled for time scale promotion from that time onwards to higher scales also, if they were given Grade II Group C from 1-4-1980.

7. W.W.2 is an Electrician in Godavari Khani since May 1978. He was appointed in Grade II, Group D as per N.C.W.A.-I. According to him there were only two grades at that time in Open Cast Mine as excavation category. Under N.C.W.A.-II, he deposed that he is entitled for Grade II Group C scale from 1-4-1980 but he was given promotion on 23-5-1982 instead of giving it from 1-4-1980. He mentioned that one Tata Rao, Sudarshan Reddy and D. Punna Rao who were appointed along with him during N.C.W.A.-I they were given office orders under Ex. W10 as if they were in Grade III on 31-3-1982 they should have been recategorised as Grade II group C from 1-4-1980 in view of N.C.W.A.-II. According to him they never worked in Grade III Group D therefore this order Ex. W10 is only an artificial eye-wash to show promotion of them so from 1-4-1980 he deposed that they are entitled to Grade II Group C with attendant benefits and promotions.

8. The admitted facts are the Management having received the notice in dispute kept salient from 14-11-1986 till this

date to come forward to dispute the claims statement which was served upon them with any valid counter. The Excavation workers of the Open Cast Mining operations who are designations E.P. Turner, E.P. Fitters, E.P. Welders, E.P. Electricians are working in similar Mining Operation conducted at Munuguru, Golethi and Yellandu and thus workmen referred in this dispute are working in Godavari Khani Open Cast Mine. It is not in dispute that N.C.W.A.I was in operation till 31-12-1978 and Excavation workers are given separate job description under A. Therefore N.C.W.A.II was concluded between the Management and Workmen of all Coal Mines throughout India and the same is known as N.C.W.A.II and it is in operation from 1-1-1979 to 31-12-1982. Thereafterwards N.C.W.A.III came into operation and the same was since 1-1-1983 to 31-12-1986. The claims statement would show the workmen concerned at the time of N.C.W.A.I when the job description for excavation workmen were fixed at different levels who were appointed as Grade II Group D in the post of E.P. Fitters, E.P. Electricians, E.P. Welders and E.P. Turners for the job description as follows :

(III) Excavating Plant
Electrician, Grade-II.

A skilled workmen possessing not less than four years experience in the maintenance and repairs of electrical system of heavy earth moving equipment. He should have some knowledge of the working circuit and should hold statutory qualifications to be an electrician.

(IV) Excavating Plant
Fitter,
Grade II.

A skilled workman possessing at least four years experience in accurate fitting and assembling of various parts of excavating equipment besides general repairs and maintenance. He should have knowledge of using measuring instruments and be capable to undertake all sorts of repairs jobs.

(V) Excavating Plant
Welder,
Grade II.

A skilled workman possessing at least four years experience of all types of welding and cutting with gas or electric equipment. He should undertake all types of welding jobs. He should have some knowledge of the use of proper electrodes.

(VI) Excavating Plant
Turner,
Grade II.

A skilled workman possessing not less than four years experience in the handling of all kinds of leathers and should turn shapes accurately. He must have some knowledge of the measuring instruments.

Now when the N.C.W.A.-II came into force from 1-1-1979 the said job description given to excavation workmen were redefined. Under N.C.W.A.I there were only two categories Grade II Group D commencing with basic pay of Rs. 15.09 per day and Grade I Group B with a commencement of basic pay of Rs. 20.45 per day. It was a promotion post from

Group D. But When N.C.W.A.II came into force the said two categories were split into three categories as Grade I Group B, Rs. 25.45 per day, Grade II Group C Rs. 23.60 per day, Grade III Group D basic Rs. 20.90. According to the workers as per their evidence Grade III personnel are promoted to Grade II and Grade I respectively. According to the job description in N.C.W.A. II apart from that Grade II Group D of N.C.W.A.I should be placed in corresponding Grade II Group C. The reasons being the job description given to the said post in N.C.W.A.I are in pari material to that job description in N.C.W.A.II of the workmen concerned were entitled to be placed in Grade II Group C consequent of the introduction of new wage structure under N.C.W.A. and the Standardisation Committee finalised this job description from 1-4-1980. Thus all the workmen concerned in the dispute who are already working under Grade II Group D category are entitled to be fixed appropriate stages in Grade II Group C under N.C.W.A. II with effect from 1-4-1980. The evidence of W.W.1 and W.W.2 as well as Exs. W7, W8, W9 and W10 apart from other documents referred under Exs. W1 to W6 would sustain and justify that the same job description as described as Grade II Group D in N.C.W.A.I are recategorised as Group C Grade II in N.C.W.A.II and that it is not a promotion and that the job descriptions are one and the same for both. So all the workmen who were promoted under Exs. W8, W9 and W10 to Grade II Group C on the dates shown against their names should have been redesignated as Group II Group C by virtue of N.C.W.A. II from 1-4-1980 as a matter of course and to show that they were given promotions from the respective dates under Exs. W8, W9 or W10 tantamount to passing the illegal order which is contrary to J.B.C.C.I Standardisation Committee findings which are enforced from 1-4-1980. Under Ex. W6 Sub-Clause 6, 7 and 10 referred to the job descriptions pertaining to the workers in this dispute and it is no doubt true that as deposed by W.W.1 and W.W.2 these workers who are in the open cast Mine are entitled to Grade II Group C Category with salary starting at Rs. 23-60-1-13-32-16 with effect from 1-4-1980. Thus on a careful consideration of the material placed before me and also settlements and standardisation Committee report referred to, I hold that these 21 workers of the Open Cast Mine are entitled to Grade II Group C (23-60-1-12-32-16) with effect from 1-4-1980 and the Management of Singareni Collieries of Godavari Khani is not justified in not granting them the said Grade II Group C Category and emoluments from 1-4-1980. They are also entitled to further consequential arrears of wages and promotional benefits with effect from 1-4-1980 as per the new wage structure that came into existence under N.C.W.A.III also and N.C.W.A.IV, if any.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 3rd day of April, 1987.

Sd/- Illegible

Appendix of Evidence

Witnesses Examined

for the Workmen :

W.W1 K. Bhagvan Reddy

W.W2 B. C. Brahman

Witnesses Examined

for the Management :

NII.

Documents marked for the Workmen

Ex. W1 True Copy of the views of the union dt. 8-4-85 submitted by the General Secretary, Singareni Coal Mines Karmika Sangh, Ramakrishnapur to the Assistant Labour Commissioner(C), Hyderabad.

Ex. W2 Failure of conciliation report dt. 27-5-85.

Ex. W3 Photostat copy of grouping of excavation workers.

Ex. W4 Photostat copy of the particulars showing the existing scales of Pay and Revised Basic Scales of

Pay with regard to Monthly rated workers, (Technical and Supervisory), Monthly rated workers, (electrical) and Daily rated workers (Excavation).

AWARD

Ex. W5 Copy of the letter No. P. 49/3533/616 dt. 28-2-81 from GM(C) addressed to GM/Godavari-khani; DS/Manuguru with regard to Grading, Job description etc. of Excavation personnel of open-cast Mines.

Ex. W6 Copy of the Joint Bipartite committee for the coal Industry, for implementation of certain decisions of the Standardisation committee taken at its meeting held on 5-11-80, 6-11-80 and 17-1-81.

Ex. W7 Photostat copy of the promotion order dt. 31-3-83 issued to U. V. Venkata Rao and 6 others by the Additional Chief Mining Engineer, Ramagundam Division-V, S.C. Co. Ltd.,

Ex. W8 Photostat copy of the appointment order dt. 14/17-8-78 issued to P. Chenchu Krishna by the Additional General Manager, Godavari Khani S.C. Co. Ltd.,

Ex. W9 Photostat copy of the promotion order dt. 3/4-7-83 issued to P. C. Krishna by the Additional Chief Mining Engineer, Ramagundam Division-V, S. C. Co. Ltd.,

Ex. W10 Photostat copy of the Promotion Order dt. 31-3-82 issued to T. Tata Rao and 2 others.

Documents marked for the Management :

NIL

Dt. 8-4-87

J. VENUGOPALA RAO, Industrial Tribunal

[No. L-12011/11/85-D.II(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 28 अप्रैल, 1987

का. आ. 1242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन से संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-4-87 को प्राप्त हुआ था।

New Delhi, the 28th April, 1987

S.O. 1242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government on the 20-4-1987.

BEFORE SHRI R. B. SRIVASTAVA, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM- LABOUR, COURT KANPUR

Industrial Dispute No. 195 of 1984

Reference No. L-12012/44/84-D.II(A) dt. 19-7-1984

In the matter of dispute between :

Shri Sher Singh C/o Shri P. N. Tewari, Authorised Representative of the workman 165-Sobatiabagh, Allahabad.

AND

The Dy. General Manager, Allahabad Bank, Hazratganj, Lucknow.

APPEARANCE :

Shri V. N. Sekhari—for the workman

Shri Rajeev Kapoor—for the Management

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/44/84-D.II (A) dt. 19-7-1984, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Allahabad Bank, Lucknow in relation to their City Office Branch, Allahabad in terminating the services of Shri Sher Singh Ex-Sweeper w.e.f. 19-5-1982 is justified? If not, to what relief is the workman concerned entitled?

2. The case of the workman is that prior to 1981 he worked as a temporary sweeper in leave arrangement but was appointed as such in the management bank on regular basis from 1-12-1981 on the basis of appointment letter given on 23-11-1981. He was appointed on probation of six months. During the probation period the services of the workman were terminated on 19-5-1982, on the ground that his work not found satisfactory which termination is illegal in the absence of any proper enquiry and without giving him retrenchment compensation.

3. The management contested the petition of the management on the grounds that the workman was rightly discharged under para 2 of the appointment letter dt. 23rd November 1981 and in lieu of notice he was given one months pay and that the provision of section 25F is not attracted in this case

4. In para 2 of the appointment letter it was mentioned that the services of the workman could be terminated within the probation period without assigning any reason by giving one months notice.

5. On behalf of the management one Shri Jagdish Narain Sharma filed his affidavit evidence that during the probation workman opened an account in the name of Smt. Vikky having himself introduced that account and when asked to explain his conduct he accepted his guilt vide letter dt. 3-5-1983. The workman was not allowed to work in the bank hence he moved an application on 25-5-82 ext. W-4 alleging that he had gone for duty on 26th and 27th May but was not allowed to perform duty. The management witness has deposed in cross examination that he has no knowledge if the workman was working in the management bank from the when his father died, but admits that workman was working when he took charge in the bank and till the date of his retirement. He admits that no charge sheet or memo was given in the workman of any enquiry held against him to his knowledge and before termination letter nothing was given to him that his work was not satisfactory. He further states that he had no knowledge that benami accounts are opened.

6. On the other hand workman has given his affidavit and has stated that Smt. Vikky was his cousin and was widow and that with her he later married and that when enquired about the fact told the fact. He has also averred that till date of his termination he worked regularly from January 1981. In cross examination he has admitted that he did not object when appointment letter was given on 1-12-1981. He also states that he is not in service at any place presently.

7. Under para 495 of the Sastri Award the services of a probationer could be despatched with on or before the expiry of probationary period if the work was found not satisfactory management considers that the workman is not likely to improve further opportunity of three months is given. The management has right to terminate the services of workman without assigning any reason but when that reason is assigned namely that the work and conduct is not satisfactory that amounts to a stigma and the termination on account of some stigma attached is illegal if made without proper enquiry and proof of the same. The management witness has given an example of conduct of work being not satisfactory, that during the probation period he opened an account in false name of Smt. Vikky having himself introduced, the account. It is not disputed that benami accounts are opened and maintained. If that is done not with intention to make an unfair loss to the bank or the unfair gain to himself. Moreover in his affidavit he admitted again to have done it because as widow he

married her and as such opened account benami in the name of his wife. If the management believed that this was unfair and the workman had committed a guilt there could have been a proper charge sheet of misconduct which would have been enquired and only services terminated on the proof of the same. The management has failed to show that even after giving a formal appointment letter on 1-12-1981 the workman was not working as a temporary sweeper from Jan., 81, in the permanent vacancy created on the death of his father in December, 1980.

8. In view of the provisions of para 28.08 of the Bipartite settlement at the workman was eventually selected for the permanent vacancy where he was working and his period of temporary employment will be taken into account as part of probationary period. Thus in any view of the matter, the termination of the workman w.e.f. 29-5-82 is illegal and he is entitled to be reinstated with full back wages.

9. Thus in view of the discussions made above I hold that the action of the management in relation to their City Office branch, Allahabad in terminating the services of Shri Sher Singh w.e.f. 19-5-1982 is not justified. The result is that he will be reinstated in services with full back wages.

10. I, therefore, give my award accordingly.

11. Let six copies of this award be sent to the Government for its publication.

Dated : 12-3-87.

B. SRIVASTAVA, Presiding Officer
[No. L-12012/44/84-D.II(A)]

का. आ. 1243—औद्योगिक विवाद, अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, विशाखा ग्रामीण बैंक के प्रबंधन से संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-87 को प्राप्त हुआ था।

S.O. 1243.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the Visakha Grameena Bank and their workmen, which was received by the Central Government on the 21st April, 1987.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No. 27 of 1985

BETWEEN

The Workmen of Sri Visakha Grameena Bank, Srikakulam-532001.

AND

The Management of Sri Visakha Grameena Bank, Srikakulam-532001.

APPEARANCES :

Sri B. G. Ravindra Reddy, Advocate for the Workmen,
Sarvasri K. Srinivasa Murthy, H. K. Saigal and
Kumari G. Sudha, Advocates for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/236/84-D.II.A dated 9th May, 1985 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Sri Visakha Grameena Bank and their workman to this Tribunal for adjudication :

"Whether the action of the management of Sri Visakha Grameena Bank, Srikakulam in removing Sri P. 169 GI/87—4

Damodara Rao, Clerk-cum-Cashier from the services of the bank is justified? If not, to what relief is the workmen concerned entitled?"

This reference is registered as Industrial Dispute No. 27 of 1985 and notices were issued to the parties.

2. This is a claim statement filed by the workmen of Sri Visakha Grameena Bank, Srikakulam through their General Secretary contending that the order of removal of Sri P. Damodara Rao, Clerk-cum-Cashier by the Management of Sri Visakha Grameena Bank, Srikakulam on 27-7-1983 is illegal and unjustified and that the order is liable to be set aside and reinstatement with backwages and other attendant benefits. It is mentioned that the said employee was working as Clerk-cum-Cashier from 16-1-1981 and he was working at Boddam Branch and the Management suspended him by a letter dated 28-7-1982 for alleged malpractices committed by him and he was charge sheeted in February 1983 and departmental enquiry was conducted in June 1983 and his services were terminated without notice in July 1983 by the Management letter dt. 27-7-1983. Though the employee preferred an appeal to the Board of Directors and Appellate Authority also rejected the same by their letter dt. 26-9-1983. It is contended that no principles of natural justice were observed and the delinquent employee was not given fair and reasonable opportunity and the disciplinary procedure of the staff services regulation did not contemplate major and minor penalties. It is said that he was not given copies of the domestic enquiry when his services were terminated and thus there is no reasonable opportunity and fair opportunity given to him to spell himself before the Appellate Authority. According to them the disciplinary authority namely Chairman, of the Bank has presided over the Appellate Authority and Board of Directors when the order of termination was reviewed and thus disciplinary authority being Appellate Authority no justice was done in him independently. The proceedings of the Appellate Authority has become contrary to the principles of natural justice by the use of his presidential capacity.

3. In the counter filed by the Management it is admitted that P. Damodara Rao joined as Cashier-cum-Clerk on 16-1-1981 and it was also admitted that he was suspended while working at Boddham Branch and he was charged sheeted on 5-3-1983 as the Chairman was not satisfied with the explanation and the Enquiry Officer conducted the domestic enquiry as per the principles of natural justice. But it is denied that the principles of natural justice was not observed, it is requested that the validity of the domestic enquiry may be decided as a preliminary issue and the entire bank service conditions are regulated by the service conditions as per 30(4) of the Regulations the Management of the Bank have full powers to suspend an employee and also to conduct enquiries. It is not necessary to issue preliminary enquiry report as whenever an employee acts contrary to the normal procedure and commits misconduct including misappropriation the management initially to know whether a prima facie case is made out for conducting an enquiry will conduct preliminary enquiry which is pure fact finding enquiry of the department and no preliminary enquiry forms part of the disciplinary proceedings nor has it been relied upon. That being a privileged document employee has no right to ask for the said document as he demands for the documents in the domestic enquiry. There was no violation of principles of natural justice. The Staff Service Regulation did not contemplate to the issue of a show cause notice indicating the proposed punishment to enable the employee to make further representation. In exercise of the powers conferred by Section 30 of the Regional Rural Banks Act 1976 the Board of Directors of the Respondent after consultation with the State Bank of India and Reserve Bank of India and previous sanction of the Central Government framed Staff Service Regulations and they do have statutory force. The Regulation 30(2) deals with termination by notice and Termination under Section 10(3) and 10(3) state that nothing contained in sub-regulation (2) shall affect the right of the Bank to dismiss an officer without notice or pay in lieu thereof in accordance with the provisions of Regulation 30. Thus there is no violation. The Appellate Authority namely the Board has considered the appeal dated 26-9-1983 made

by the employee and was of the view that there is no need for reconsideration of the punishment awarded. The appeal of the employee is considered by the Members of the Board other than the Chairman. The Chairman did not take part in the proceeding relating to this appeal. It was an independent action taken by the Board excluding the Chairman. Therefore there is no violation of principles of natural justice. It is also incorrect to allege that disciplinary authority passed the order mechanically without applying its mind.

4. Thus the case was received in this Tribunal on 18-5-85 and the claims statement was filed by the worker on 14-6-85. While Sri K. Srinivasa Murthy, Miss G. Sudha and Sri H. K. Saigal filed vakalat for the Management. Sri B. G. Ravinder Reddy wanted to file vakalat for the workmen on 8-7-1985 and counter was filed by the Management on 8-7-1985. Sri B. G. Ravinder Reddy filed vakalat for the workmen on 9-10-1985. The Management took time to file documents and finally on 20-1-1986 Sri B. G. Ravinder Reddy filed Memo stating that he is not pressing to decide the validity of the domestic enquiry. According to him the findings are perverse and they are in violation of the Staff Service Regulations 1980 and therefore he wanted the matter to be posted for arguments. The Counsel for the Management was present and the documents Ex. M1 to M7 were marked by consent. There afterwards the matter went through number of adjournments. For some time it is represented by the Management counsel that the Workers Union of Visakha Grameena Bank brought to the notice of the Supreme Court about the grievances and they are taken on file as Writ Petition and the Management also given notice by the Supreme Court in that connection. Ultimately no material is placed before this Tribunal to show that any matter was pending before the Supreme Court. Finally on 1-8-1986 Miss G. Sudha Counsel for the Management present and wanted adjournment on the ground that there are Writ Petitions Nos. 14102 to 14105 of 1984 dated 14-4-1985 pending before the Supreme Court. Finally on 14-11-1986 Sri Ravinder Reddy for the workmen filed a Memo that there is no matter pending before the Supreme Court concerning this case and wanted this matter to be proceeded with, in accordance with law. On that Memo on notice was issued to the Management. The Management acknowledged the said notice. On 10-12-1986 it is found that the Management was given notice and there was no representation for them and Sri Ravinder Reddy was present with the Union representative. The matter was adjourned to 2-1-1987 for enquiry and arguments. It is again adjourned from 2-1-1987 to 3-1-1987 and on 3-1-1987 Sri Ravinder Reddy completed his arguments. On that day Sri Ravinder Reddy filed M.P. No. 1/87 stating that he wanted the documents dated 26-9-1983 on behalf of the workmen and the counsel for the management directed him to give it to the Bank. On 12-1-1987 the Management of Visakha Grameena Bank sought a request for adjournment. It is adjourned to 21-1-1987. There is no representation for the Management on 21-1-1987 and M.P. 1/87 filed by the workmen it is found that he sent the copy of the document dated 26-9-84 which are marked on behalf of the workmen and they were acknowledged by the Management and yet the Management did not come forward nor made any representation. So the final order of appeal dated 26-9-1983 is directed to be marked as Ex. W-1 and the notice given by the counsel for the workmen to the Management marked as Ex. W-2 and the Management received from the Management for the said months is marked as Ex. W-3 and the petition is thus allowed and it is posted for Management arguments if any and adjourned to 28-1-1987. On 28-1-1987 the Management was called absent and there was no representation on their behalf.

5. The counsel for the Management is not representing since 13-9-1986 and even calling and in this regard notice dated 14-11-1986 was issued to the Management and Sri Ravinder Reddy Counsel for the workmen also served notice dated 6-1-1987 on the Management. In spite of this opportunity the management did not come forward and contest the matter and hence the Management arguments are treated as closed and the matter is reserved for award.

6. Evidently the domestic enquiry is considered fair and proper. The question is only regarding the legality of sentence and quantum of punishment has to be considered with reference to the nature of charge. The Management charge as per Ex. M-1 shows that the said workmen received amount as detailed from the Bank's borrowers/constituents for credit

of their bank accounts and issued receipts duly stamped with Bank's cash received stamp under your signature without accounting for in the Bank's records on the material dates and they were subsequently accounted into their accounts on the dates noted against them as shown in detail. Thus is the case that he acted dishonestly and committed temporarily misappropriated the Bank's fund in violation of the service rules with which he was governed. Now Appa Rao is borrower and it seems the amount was received on 19-1-1982 and the same was readjusted on 10-8-1982 and the amount involved is Rs. 600.00. The second person is one Jagannadham and it is said that he received from him on 20-5-1982 a sum of Rs. 4,800.00 and readjusted on 8-7-1982. Similarly in the case of R. Narayanamma an amount of Rs. 1,000.00 was received on 5-6-1982 and adjusted on three occasions i.e. on 21-8-1982 for Rs. 500.00, 27-8-1982 for Rs. 200.00 and 1-10-1982 for Rs. 300.00. Finally in the case of fourth person by name K. Peda Kannaya amount was received in the month of June for a sum of Rs. 1,600.00 and readjusted on 1-10-1982. One Sri B. V. S. S. Sharma, Chairman and Disciplinary Authority issued the said charge sheet. In the explanation the workman mentioned that he worked hard in the interest of the Bank and contributed his maximum in this regard. According to him he came from poor family with five members depending on him and it was his case that he was forced to appropriate the office money for his personal purpose in view of serious domestic and other problems prevailing at that time. It is his case that his sister is seriously ill and his family is suffering even for food on account of various difficulties. He was psychologically sick and over taken by all these problems and thus in view of very weak financial position he was forced to commit this mistake. According to him he had no idea to embezzle Bank funds or any mala fide intention. It is his case that only in a desperate and helpless situation and he made good the amounts at the earliest. Therefore he requested that he should be considered sympathetically and opportunity should be given to him. He wanted that he may be posted as regular clerk-cum-cashier for which acts of kindness, he would be ever grateful. Infact he was permitted to be defended by a representative of the Sri Visakha Grameena Bank Employees Association as per Ex. M-3. Ex. M-4 shows that the Enquiry Officer is one B. Krishna Murthy, Assistant Development Manager. Now as per the cash scroll on 19-1-1982 one K. Anna Rao deposited Rs. 600.00 but the same is not entered in the pay scroll. Similarly in the case of S. Jagannatham though an amount of Rs. 4,800.00 was received in cash as seen from the account counter foil receipt, it would show that it is not on the same date but subsequently he entered as per charge memo. It was the case of other person also as could be seen from the scroll readjustment marked under Ex. M-6 and enquiry proceedings Ex. M-5. The very fact that the findings of the enquiry officer show that the employee gave an explanation that due to family circumstances he had done and that there is no mala fide intention to embezzle the Bank's fund. Now the Enquiry Officer held him guilty of charges levelled against him.

7. It is surprising the person who passed the proceeding as Disciplinary Authority under Ex. W-4 is one Sri B. V. S. S. Sharma. He is the Chairman and Disciplinary authority and the same authority headed the Board of Appellate Authority and issued the appellate order. It is summoned and now marked as Ex. M-8. The removal order is signed by Sri B. V. S. S. Sharma and the very appeal order is signed summoned by B. V. S. S. Sharma. So the learned counsel for the workmen relied upon the decision reported in Jagannath v. Quarter Master General [1971 (1) SLR page 810] and contended that if the appellate authority passing the order "appeal considered and rejected". It is held that creptic order and not a speaking order and the Appellate Authority did not exercise quasi judicial function and therefore it is in violation of the said rules and the same is not justifiable. The appellate is therefore not in accordance with law and the Regulations of the Bank are not properly followed. Under Regulation 32 of the Srivisakha Grameena Bank An Appeal in the case of an Officer or employee shall be to the Board. Therefore when such an appeal is preferred to the Board the order of the Appellate Authority did not indicate that the same was considered by the Board consisting of Chairman and other Members as mentioned therein. No such record is placed to believe that the Board considered his appeal. No minutes of the Board are filed. The same person cannot be the Disciplinary Authority and also the Appellate Authority. Infact the Chairman of the Bank is the appointing authority and the

Board as contemplated under Clause 32 of the Staff Service Regulations 1980 is quite different from the Disciplinary Authority or the appointing authority. It is not defined anywhere how the Board is constituted in the Rules and Regulations of the Visakha Grameena Bank. At any rate the same officer cannot be the Appellate Authority he being one and the same person by body and mind. Thus the appellate order which is not only a cryptic order, but also is not justified and bad in law. In the light of the judgement reported in *Veratpal v. Chairman, Board of Governors* (1982 (1) SLR page 633) The principles of natural justice also envisage to supply a copy of the enquiry report to the delinquent officer. In the instant case the appellate order is not filed till it is asked by the Court and Ex. W-1 would show that with reference to his appeal dated 26-8-1983 the "Board" after carefully examining his appeal and the proceedings of the Enquiry Officer and the Disciplinary authority came to the conclusion that there is no need for considering his appeal and therefore it is rejected. Even this Ex. W-1 also is signed by B. V. S. S. Sarma. The very appeal order which is marked as Ex. M-8 would show that himself decided as not expedient to retain him and therefore he was removed from service without notice. There is no mention in Ex. M-8 that the "Board" decided as is shown in Ex. W-1. Thus looked from any angle in view of the decision reported in (1982 (2) SLR page 794) *Management of D.T.C. v. Ram Kumar*, when the removal order is passed under Clause 30(1)(a) of the Visakha Grameena Bank and when the same is not sustainable and the same is contrary to the principles of natural justice, he is entitled to reinstatement with full back wages as the petitioner is not employed gainfully elsewhere.

8. I hold that the action of the Management of Sri Visakha Grameena Bank, Srikakulam in removing Shri P. Damodara Rao, Clerk-cum-Cashier from the services of the Bank is not justified and he is entitled to be reinstated into service with full back wages and other attendant benefits.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 28th day of March, 1987.

J. VENUGOPALA RAO, Industrial Tribunal

Appendix of Evidence

Witnesses Examined

for the Management :

NIL

Witnesses Examined

for the Workmen :

NIL

Documents marked for the Management :

Ex. M-1-By consent—Charge Sheet dated 18-2-83 issued to P. Damodararao by the Chairman, and Disciplinary authority.

Ex. M-2-By consent—Explanation dated 5-3-83 given by P. Damodara Rao to the Chairman, Sri Visakha Grameena Bank, Head Office, Srikakulam.

Ex. M-3-By consent—Letter dated 24-5-83 addressed to Ch. Sudhakara Rao, Assistant development Manager (SKL) Srivisakha Grameena Bank, Head Office, Srikakulam by the Chairman and Disciplinary authority with regard to appointment of enquiry officer

Ex. M-4-By consent—Enquiry notice dated 24-5-83 issued to P. Damodara Rao, by the Chairman and Disciplinary authority.

Ex. M-5-By consent—Enquiry Proceedings.

Ex. M-6-By consent—Managements Exhibits.

Ex. M-7-By consent—Enquiry Report.

Ex. M-8-By consent—Photostat copy of the termination order dated 27-7-83 issued to P. Damodhar by the Chairman, and Disciplinary authority.

Documents marked for the Workmen :

Ex. W-1—Letter dated 26-9-83 addressed to P. Damodara Rao, by the Chairman, Srivisakha Grameena Bank, Srikakulam with regard to rejection of appeal made by P. Damodara Rao.

Ex. W-2—Notice dated 6-1-87 was issued to the Chairman, Srivisakha Grameena Bank, Post Box No. 33, Srikakulam by B. G. Ravindra Reddy Counsel for the workmen.

Ex. W-3—Acknowledgement dated 8-1-87 from the Chairman, Srivisakha Grameena Bank, P.B. No. 33, Srikakulam to M. Pandu Ranga Rao, Advocate on behalf of B.G. Ravindra Reddy Counsel for the workmen.

Ex. W-4—Photostat copy of the Disciplinary Proceedings.
J. VENUGOPALA RAO, Industrial Tribunal
[No. L-12012/236/84-D.II (A)]
N. K. VERMA, Desk Officer

नई दिल्ली, 28 अप्रैल, 1987

का. अ. 1244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स चिस्नॉ कोल्लरी के प्रबंधन के संबंध में निरीक्षणों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पचास को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 28th April, 1987

S.O. 1244.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Chasnalla Colliery of M/s. Indian Iron and Steel Co. Ltd., and their workmen, which was received by the Central Government on the 21st April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 145 of 1986

In the matter of industrial disputes under Section 10(1) (d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of Chasnalla Colliery of Messrs Indian Iron and Steel Company Limited and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri C. S. Choubey, Joint General Secretary Coalfields Labour Union.

On behalf of the employers.—Shri B. Joshi, Advocate.

STATE : Bihar INDUSTRY : Coal

Dhanbad, the 13th April, 1987

AWARD

The Government of India, Ministry of Labour is exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (313)/85-D III (A), dated, the 20th March, 1986.

SCHEDULE

"Whether the demand of Coalfields Labour Union that the management of Chasnalla Colliery of M/s. Indian Iron and Steel Co. Limited should count the seniority in respect of Shri A. Chandran, Mechanical Fitter, with payment of difference of wages to him, from 1970 in Category-V, and grant him promotions to Category-VI/Assistant Foreman from the date of his alleged supersession by his juniors, is justified? If so, to what relief is the workman concerned entitled?"

The case of the workman is that the concerned workman Shri A. Chandran was working as Mechanical Fitter in Cat. V under the Cementation Company prior to 1970. The Cementation company which was a foreign company was doing the shaft sinking job on contract of Chasnalla Colliery of IISCO. The said contractor had employed its own workers and the concerned workman had also been employed by the said contractor. After completion of the contract of Cementation Company the shafts were handed over to the management of Chasnalla Colliery. Most of the workers employed by the Cementation Company were appointed by the management of Chasnalla Colliery. The concerned workman was also appointed by Chasnalla Colliery as Mechanical Fitter in Cat. V in 1970 and he was made permanent after he had completed continuous one year of service in 1971. The concerned workman got the wages of Cat. V from the management of Chasnalla Colliery till 17-5-71 and thereafter his wages were reduced and the management started paying him wages of Cat. IV wages. The management did not give any reason as to why he was reduced to Cat. IV from Cat. V and his wages were reduced. The concerned workman filed a petition and met the Personnel Manager of Chasnalla Colliery as to why his wages were reduced and he was assured that the matter will be looked into. In 1974 the management by his letter dated 31-7-74 informed the concerned workman that his post was upgraded to Cat. V although the concerned workman had not appeared before the D.P.C. Since 1974 juniors to the concerned workman and who were working under him as helpers were promoted to the post of Foreman. The concerned workman was always making complaints to the management that justice was not being done to him and that he was never called to appear before the D.P.C. for his promotion. S/Shri Md. Yusuf, P. Krishnan, Md. F. Alam, Kamla Dubay, R. N. Shukla, A. N. Sharma, S. K. Ahmad and A. K. Hazra who were junior to the concerned workman were given the post of Cat. VI Asstt. Foreman and some of them were promoted as Foreman when the management did not give justice to the concerned workman he approached the management and thereafter an industrial dispute was raised before the ALC(C), Dhanbad. On failure of the conciliation proceedings the present case was referred to this Tribunal for adjudication. It is prayed that difference of wages of Cat. IV and V be paid to the concerned workman since the period he was reduced to Cat. IV. His further demand is for upgradation in Cat. VI from 1974 and his further promotion as Asstt. Foreman from 1980.

The case of the management is that the concerned workman was selected as Mechanical Fitter in Cat. IV and was appointed as such by letter dated 17-5-71. The concerned workman joined his duties under the management on 31-5-71 after accepting the terms of appointment. The concerned workman was working under the contractor prior to his selection and appointment by the management of Chasnalla Colliery. He was promoted to Cat. V from Cat. IV with effect from 21-1-74 on the basis of the recommendation of the Departmental Promotion Committee (D.P.C.). The D.P.C. evaluated the suitability of the concerned workman on the basis of the basis of the performance in the trade test conducted by it and took into account his seniority and his character roll. Thereafter the D.P.C. recommended his case for promotion to Cat. V Fitter. The performance of the concerned workman as Cat. V Mechanical Fitter was not up to the mark as he was not able to carry on the job of fitting, repairing and maintenance of mechanical equipment and materials and therefore he was not deputed independently on such jobs. He was deputed along with another Cat. V or Cat. VI Fitter. The promotion of a workman is the management function. Unless a workman is suitable for promotion to higher post, he cannot be promoted merely on the basis of seniority. As the concerned workman was not competent as Cat. V Fitter, his demand

for promotion to Cat. VI is not reasonable. The demand of the concerned workman was that he should be treated as Cat. V Fitter from 1970 or his assertion that he was working as Cat. V Fitter under the contractor. The concerned workman challenges his very selection and recruitment by the management after abolition of the contract system in May, 1971. The selection of the concerned workman in Cat. IV by the management and his seniority in Cat. IV from the date of his joining cannot now be challenged by the concerned workman. His claim for difference of wages between Cat. IV and Cat. V from 31-5-71 till the date of his promotion to Cat. V on 21-1-74 and his promotion to next higher category with effect from 21-1-74 is without any foundation. The nationalisation of the Coal Mines was a sovereign act and conditions of service of workmen were protected under the statute. But after the abolition of the contract system it is the management's policy by which the contractors workmen were appointed after the selection and the management had no legal obligation to employ the contractors workman. The union had raised the issue of the concerned workman before the ALC(C) several times but it was dropped on the earlier occasions as it had no merit. At last the ALC(C) preferred to recommend the case for reference it avoid raising of the same dispute again and again.

The management has denied that the juniors and helpers of the concerned workman had been promoted in supersession of the claim of the concerned workman. The particulars of the workmen named in para-9 of the W.S. of the workman have been stated by the management in para-14 of the W.S. to show that his juniors have not been promoted. The concerned workman was not found suitable for promotion to Cat. VI. On the above plea it is submitted that the claim of the workman is not justified.

The point for consideration are (1) whether the seniority of the concerned workman be counted in Cat. V from 1970 and whether the difference of wages of Cat. IV and Cat. V be paid to him. (2) Whether the concerned workman is entitled for promotion to Cat. VI as Asstt. Foreman from the date of his alleged supersession by his juniors.

The management and the workman each have examined one witness in support of their respective cases. The documents of the management have been marked as Ex. M-1 to M-4 and the documents of the workman have been marked as Ext. W-1 to W-3.

Admittedly the concerned workman as an employee of the Cementation Company which was given the contract of shaft sinking job by the management of Chasnalla Colliery. It is also admitted that the management had selected most of the workman who were working under the Cementation Company after completion of the contract work. The case of the workman is that the concerned workman was appointed in Chasnalla colliery in Cat. V as Mechanical Fitter in 1970 and after he had completed one year service he was made permanent in 1971. It is further the case of the workman that the concerned workman was working as a Mechanical Fitter in Cat. V under the contractor and therefore he was appointed by the management of Chasnalla Colliery as Mechanical Fitter in Cat. V in 1970. Ext. W-2 dated 17-9-70 is the certificate granted by the Cementation Company to the concerned workman which shows that the concerned had worked as a Fitter in Shaft sinking project at Chasnalla Colliery from 7-12-64 and that due to completion of the work he was retrenched on 17-9-70. It is clear therefore that the concerned workman had been engaged by the contractor as Fitter and was retrenched by the contractors on 17-9-70. WW-1 is the concerned workman. He has stated that in 1970 the work of shaft sinking was completed and thereafter IISCO. took charge of shaft labourers and all the other materials of Cementation Company and thereafter he came on the roll of Chasnalla Colliery on 25-9-70. He has stated that none of the workmen were given any appointment letter who had come from Cementation Company to Chasnalla Colliery. He has further stated that till 17-5-71 he got the wages of Cat. V. from Chasnalla colliery and after 17-5-71 his wages were reduced. In the cross-examination WW-1 has stated that the management had not given him any letter in 1971 making him permanent although in his W.S. para-3 it is stated that the concerned workman was made permanent in 1971. The concerned workman has not produced any paper to show that he was

working in Cat. V under the contractor and that the management of Chasnalla Colliery had appointed him as Mechanical Fitter in Cat. V with effect from 25-9-70 and that after 17-5-71 his Cat. and wages were reduced. The management, however, have produced the appointment letter Ext. M-1 dated 17-5-71. Ext. M-1 shows that the concerned workman was appointed as Mechanical Fitter on a commencement salary of Rs. 7.10 P. per day in the Grade of Rs. 6.90-8.90. The said grade was of Cat. IV. It further states that the concerned workman will be on probation for 3 months and will be confirmed on satisfactory completion of the probationary period. The concerned workman was also asked that if the terms and conditions are acceptable to him he should sign the duplicate copy of the letter in token of his acceptance and he was also asked fill in the enclosed form and to return the same along with the letter of acceptance to the management. Ext. M-2 is the declaration form of the employees which shows that the concerned workman had filled in the particulars of the declaration form and had further given a declaration that the information furnished by him in it was correct. It will appear from Ext. M-2 that the concerned workman had joined as Fitter in Cat. IV on 17-5-71. There is also a note of acceptance under the signature of the concerned workman on Ext. M-1. It will thus appear that the concerned workman was appointed after interview as Mechanical Fitter in Chasnalla Colliery on 17-5-71 in Cat. IV. The evidence of WW-1 that the management had not given him any letter in 1971 appears to be wrong statement in view of the fact that the management had issued the letter of appointment to the concerned workman on 17-5-71. MW-1 is working presently as Agent of Chasnalla Colliery. He had worked in Chasnalla Colliery as Engineer. He has stated that after completion of the contract of Cementation Company three shafts were handed over to the management of Chasnalla Colliery and thereafter the management selected some of the employees of Cementation Company through D.P.C. according to their requirement. He has stated that the concerned workman was also selected through the D.P.C. and was appointed as Mechanical Fitter in Cat. IV vide Ext. M-1. He has further stated that the concerned workman joined the duties and signed the declaration form Ext. M-2. The concerned workman WW-1 had at the first instance stated that Ext. M-2 and Ext. M-4 bear his signature but subsequently denied that it contains his signature. The concerned workman, it appears, became aware of the implications of his signature on Ext. M-2 and M-4 and as such subsequently denied that Ext. M-2 and M-4 does not bear his signature. MW-1 has stated that the concerned workman was promoted from Cat. IV to Cat. V vide Ext. M-3 and M-4. The concerned workman has also filed Ext. W-4 which is the same document as Ext. M-4 dated 31-1-74. Ext. M-3 dated 22-1-74 is a letter from the Manager of Chasnalla Colliery to the Asstt. Personnel Officer, Chasnalla. It will appear from Ext. M-3 that the concerned workman Shri A. Chandran was recommended for the post of Mechanical Fitter in Cat. IV to be placed in the grade of Rs. 7.95-10.75 with starting basic of Rs. 8.23 per day as his present basic pay was Rs. 7.50 P. per day. It was on the basis of this letter of the Manager that the Asstt. Personnel Officer issued a letter Ext. M-4 (equal to Ext. W-4) dated 31-1-74 to the concerned workman. It will appear from Ext. M-4 that the concerned workman was upgraded to the post of Mechanical Fitter in Cat. V of the Coal Wage Board Recommendation with effect from 21-1-74. On reference to Ext. M-3 it appears clear that the concerned workman was recommended for promotion to Mechanical Fitter, Cat. V and hence the letter Ext. M-4 dated 31-1-74 was issued to the concerned workman promoting him to Cat. V. Ext. M-4 contains the signature of the concerned workman which shows that the concerned workman was made aware of the upgradation/promotion to Mechanical Fitter in Cat. V. MW-1 was a member of the D.P.C. which had selected the concerned workman in 1971. The D.P.C. proceeding of 1971 has not been filed by the management but there appears to be no reason to disbelieve MW-1 for the non-filing of the D.P.C. proceeding as Ext. M-1 itself shows that the concerned workman was appointed as a Mechanical Fitter in Cat. IV after an interview and the concerned workman had accepted the said appointment.

The workmen have filed a letter from the office of the C.M.P.F. Dhanbad dated 17-9-85 in which the date of appoint-

ment of the concerned workman is stated as per their record 25-9-70 and provident fund contribution commenced in Chasnalla Colliery from 1-2-71. It will appear that the concerned workman was appointed by the management of Chasnalla Colliery vide letter dated 17-5-71 and as such the statement in the letter Ext. W-1 cannot be accepted unless the original registers can be produced before this Tribunal. The workmen did not get the registers of the C.M.P.F. Commissioner produced in the Court to show as to when he was actually made a member of the C.M.P.F. and as to how he could be a member earlier when he was not appointed by the management of Chasnalla Colliery prior to 17-5-71. Taking all the facts and evidence into consideration I held that the management of Chasnalla Colliery appointed the concerned workman as Mechanical Fitter in Cat. IV with effect from 17-5-71 and he was promoted/upgraded to Cat. V with effect from 21-1-74. As such it cannot be said that the concerned workman was appointed in Cat. V by the management of Chasnalla Colliery in September, 1970 and that his category and wages were reduced to Cat. IV with effect from 17-5-71. In the above view of the matter the concerned workman is not entitled to any difference of wages of Cat. IV and Cat. V for the period from 17-5-71 to 31-1-74 and the seniority of the concerned workman cannot be counted in Cat. V prior to 31-1-74.

The next point to be determined in this case is whether the concerned workman is entitled for promotion to Cat. VI as Asstt. Foreman from the date of his alleged supersession by his juniors. In para 7 of the W.S. of the workmen it is stated that the juniors to the concerned workman and persons who were working under him as helper were promoted superseding the concerned workman to the post of Asstt. Foreman and Foreman. In para 9 of the W.S. of the workmen the name of Md. Yusuf, P. Krishnan, Md. Alam, Kamala Dubey, R. M. Shukla, A. N. Sharma, S. K. Ahmed and A. K. Hazra is stated as juniors to the concerned workman who have been promoted to Cat. VI and Foreman. The management in para 14 of their W. S. have stated the date of posting in Cat. IV, date of promotion to Cat. V and the date of promotion to Cat. VI in respect of those 8 persons, whose names have been stated in para 9 of the W. S. of the workmen. The concerned workman WW-1 has stated in his cross-examination that he has no paper with him to show as to when Md. Yusuf and others were appointed and promoted. He has no doubt further stated that the statement given in para 14 of the W.S. of the management is not correct. He has filed to show the specific time from when these 8 persons were promoted in Cat. V and Cat. VI. MW-1 has stated that Md. Yusuf was taken to the workshop of Chasnalla from Macneil Bary and Co. Ltd. and he was always working in the workshop after his appointment in Chasnalla Colliery. He has further stated that workshop fitters are either in Cat. V or in Cat. VI and Md. Yusuf was regularised in Cat. V in 1973 and he was promoted in Cat. VI in 1976. MW-1 has stated that S/Shri Kamala Dubey, R. M. Shukla, A. N. Sharma and A. K. Hazra were appointed in Cat. V and were senior to the concerned workman. He has stated that S. K. Ahmed is still in Cat. IV. According to him P. Krishnan and Md. F. Alam were in Cat. IV who were selected for open cast excavation and were placed in excavation grade D in 1979-80. It will thus appear from the facts stated in para 14 of the W.S. of the management and the evidence of MW-1 that Md. Yusuf was promoted to Cat. V on 21-3-73, S/Shri P. Krishnan and N. M. Alam who were in Cat. IV were placed in excavation Cat. D on 8-3-80 and 12-12-79 respectively. S/Shri Kamla Dubey, R. M. Shukla and A. N. Sharma were in Cat. V from 28-7-71, 27-8-69 and 21-7-69 respectively. A. K. Hazra was in Cat. V from 2-3-73 S. K. Ahmed who was in Cat. IV from 2-3-73 has not been promoted to Cat. V or Cat. VI MW-1 has stated that the concerned workman had neither applied nor demanded for excavation grade and was never posted in the excavation section and as such he cannot compare his case with the case of Shri P. Krishnan and Md. F. Alam. The concerned workman got Cat. V with effect from 21-1-74. Thus on perusal of the above it will appear that none of those 8 persons named by the workmen in para 9 of the W.S. were junior to the concerned workman in Cat. V and it cannot be said that persons junior to the concerned workman were promoted to Cat. VI.

The concerned workman WW-1 has stated that he was never called for promotion by the D.P.C. prior to the raising of the industrial dispute before the ALC(C), Dhanbad and that none of the workmen who had been promoted in Cat. VI by the management was called for any interview by any D.P.C. Ext. W-3 dated 21-7-86 is a notice given to 15 workmen including the concerned workman to appear before the D.P.C. on 31-7-86 to judge the suitability for the promotion to the post of Mechanical Fitter in Cat. VI. The workman has simply denied that he was never called for promotion. MW-1 has stated that in 1986 the concerned workman was called in the D.P.C. vide Ext. W-3 under his signature. It appears from the evidence of WW-1 that he did not appear before the D.P.C. when he was called for being considered for promotion to Cat. VI. It is for the management to decide whether the concerned workman is suitable for being promoted to Cat. VI and unless he appears before the D.P.C. he cannot be promoted to Cat. VI under the promotion policy laid down by the management. In the above view of the matter I hold that the concerned workman is not entitled for promotion to Cat. VI as Asstt. Foreman from the date the eight persons named by him were promoted in Cat. VI.

In the result, I hold that the demand of the Coalfield Labour Union, that the management of Chasnalla Colliery of M/s. TISCO Ltd. should count the seniority in respect of the concerned workman Shri A. Chandran, Mechanical Fitter with payment of difference of wages to him from 1970 in Cat. V and his promotion to Cat. VI/Asstt. Foreman from the date of his alleged supersession by his juniors is not justified and consequently the concerned workman is entitled to no relief.

This is my Award.

Dated : 13-4-1987.

I. N. SINHA, Presiding Officer
[No. 20012/313/85-D.III (A)]

क्र. आ. 1245—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसूर टिस्को की मल्केरा कोयला के प्रबंधन के संबंध में निम्नलिखित निर्णयों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-4-87 को प्राप्त हुआ था।

S.O. 1245.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Malkera Colliery of M/s. Tata Iron and Steel Co. Ltd., and their workmen, which was received by the Central Government on the 21st April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 134 of 1986

In the matter of industrial disputes under Section 10(1)(d) of the I.D. Act, 1947

PARTIES:

Employers in relation to the management of Malkera Colliery of M/s. Tata Iron and Steel Company Limited and their workmen.

APPEARANCES:

On behalf of the workmen—Shri Samiran Paul, Advocate.

On behalf of the employers—Shri S. S. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 15th April, 1987

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (374)/85-D.III(A), dated the 18th March, 1986.

SCHEDULE

"Whether the action of the management of Malkera Colliery of M/s. Tata Iron and Steel Company Limited in dismissing from service their workman, Shri Meghlal Singh, CCM Driver from 18-5-1981 was justified? If not, to what relief is the workman concerned entitled?"

The case of the management is that the concerned workman Shri Meghlal Singh was appointed as Machine Mazdoor with effect from 1-5-47 in Malkera Colliery of Tisco. In the year 1981 he was working as Coal-Cutting Machine Driver. There was a procedure for employment of a dependent of an employee in the colliery of the management, at the relevant time that an employee after putting in 15 years or more service in the company could get the name of his dependent enrolled in the employees dependent register who is to be considered for employment on the basis of seniority along with others in the event of future vacancies. By the said procedure the employees son, son-in-law and brother were considered as dependent for the purpose of employment. According to the said procedure the concerned workman Shri Meghlal Singh got the name of Shri Adhin Singh enrolled as his son-in-law in the year 1978. He was subsequently employed as a substitute worker with effect from 10-12-79. A declaration was given by the concerned workman and Adhin Singh declaring the genuineness of their relationship. Subsequently by an application dated 5-5-80 addressed to the Manager, Malkera Colliery, the concerned workman requested to stop Adhin Singh from duties. The management on further enquiry learnt that Adhin Singh was not the son-in-law of the concerned workman but he was the son-in-law of the concerned workman's sister Smt. Amitan Devi. On 18-2-81 a chargesheet was issued to the concerned workman under Clause 19(2) of the Company's Standing Orders for fraud and dishonesty by giving false information and thereby securing employment of Adhin Singh by fraudulent means. The concerned workman submitted the explanation dated 26-2-81 to the above chargesheet but the same was not found to be satisfactory and thereafter the management decided to hold domestic enquiry against the concerned workman into the charges. The concerned workman was all along present in the departmental enquiry. He was given full opportunity to cross-examine the management's witnesses and to examine the documents produced in the enquiry proceeding. The concerned workman was also given opportunity to examine his witness in defence. The enquiry officer held the charge levelled against the concerned workman established in the departmental enquiry. The management after considering the report of the enquiry officer, the evidence on record and the gravity of the misconduct decided to dismiss the concerned workman from service. Accordingly the concerned workman was dismissed from the company's service by letter dated 11/12-5-81 with effect from 18-5-81. It was submitted on behalf of the management that a departmental enquiry held into the charges against the concerned workman was fair, proper and in accordance with the principles of natural justice. It was also prayed that as the concerned workman has been dismissed after holding a departmental enquiry against him it may first be decided as a preliminary issue whether the domestic enquiry was fair and proper so that if it is held that the domestic enquiry was not fair and proper, the management may adduce evidence afresh before this Tribunal to establish the charges against the concerned workman. It is submitted that the dismissal of the concerned workman was justified and that he is not entitled to any relief.

The case of the concerned workman is that while he was working as C.C.M. Driver, he was served with a chargesheet on the allegation that he got Shri Adhin Singh enlisted in the Company's P.D. Register on 6-9-78 and got him employed on 10-12-79 declaring him to be his son-in-law although Adhin Singh was not the son-in-law of the concerned work-

man and was son-in-law of the sister of the concerned workman. The concerned workman applied on 5-5-80 to the Manager, Malkera Colliery requesting to stop his son-in-law from work. The management submitted a chargesheet against the concerned workman under Clause 19(2) of the Standing Orders. The concerned workman refuted the charges, levelled against him explaining that according to the Hindu custom and usage sister's son-in-law is called and known as 'Damad' i.e. the son-in-law. The concerned workman was maintaining his sister Amiran Devi and she was staying with him. The concerned workman had given in marriage the daughter of his sister Amiran Devi to Adhin Singh and all of them were residing with the concerned workman. The said Adhin Singh was in fact the dependent of the concerned workman. Adhin Singh was the Damad of the concerned workman and he was being treated as such for all purposes by the concerned workman. The concerned workman had got the name of Shri Adhin Singh enlisted in the company's dependent's register for employment under the Dependents Employment Scheme of the Company. Accordingly Adhin Singh got his employment after proper verification on 10-12-79. It is submitted that in each Hindu family irrespective of any caste or community, a sister's damad is called Damad and enjoys the same status in the family. When the concerned workman was held by the Personnel Officer of Malkera Colliery that Adhin Singh should not be called as Damad by the concerned workman, the concerned workman applied on 5-5-80 to the Manager, Malkera colliery to stop Adhin Singh from work. The management conceded to the request of the concerned workman and stopped Adhin Singh from his work. The bonafide of the concerned workman is quite apparent from the above fact and circumstances as the concerned workman himself had asked the management to stop Adhin Singh from work. However, the management issued chargesheet against the concerned workman. The explanation submitted by the concerned workman was not properly considered by the management and a perfunctory enquiry was conducted by the management. The concerned workman had not given any false information to the management in respect of Adhin Singh which may constitute a misconduct under Clause 19(2) of the Standing Orders. The management was vindictive to dismiss the concerned workman from service for the trivial misunderstanding in respect of the relationship between the concerned workman and Adhin Singh. The enquiry officer gave a perverse finding not substantiated by any evidence. It is further submitted that the punishment of dismissal of the concerned workman is duly harsh and disproportionate to the alleged charges against the concerned workman. It has been prayed that the concerned workman be reinstated in the services with full back wages holding that the action of the management in dismissing the concerned workman from services with effect from 18-5-81 was not justified.

Shri Samiran Paul, Advocate appearing for the workman already submitted before the Tribunal that he does not challenge the fairness or otherwise of the enquiry proceeding and he submitted that he does not admit the enquiry proceeding. Shri S. S. Mukherjee, learned Advocate appearing and he submitted that he does not admit the enquiry proceeding. The enquiry officer and accordingly the enquiry officer was examined and was also cross-examined on behalf of the concerned workman. The said Enquiry Officer proved the enquiry proceeding and some other documents. As the learned Advocate appearing on behalf of the workman concerned admitted the fairness of the enquiry proceeding, the preliminary issue was decided in favour of the management by the order, dated 6-1-86.

Now the only question to be determined is whether the dismissal of the concerned workman with effect from 18-5-81 is justified.

The facts of the case are almost admitted. It will appear from the W.S. of the concerned workman that he had enlisted the name of Shri Adhin Singh in Company's Register for employment under dependents employment scheme of the company and accordingly Adhin Singh got his employment on 10-12-79 on a declaration by the concerned workman that Adhin Singh was his son-in-law. It will further appear from the W.S. of the concerned workman that Adhin Singh was in fact of the son-in-law of Smt. Amiran

Devi, sister of the concerned workman. Thus there is absolutely no room for doubt that the concerned workman got Adhin Singh enlisted as his son-in-law in the Company register for employment under the dependents employment scheme and accordingly Adhin Singh got employment with effect from 10-12-79.

Ext. M-12 is the procedure of the Company for giving employment to the dependents of an employee of the company. It will appear from para-1 of the said procedure Ext. M-12 that an employee becomes eligible to register the name of the one of his dependent for employment on his service completion of 15 years service and his request should be made before his superannuation date. The dependent classified under the scheme are (a) son/daughter, (b) own brother, (c) adopted son in case the employee concerned has no son of his own, (d) son-in-law, (e) grand son provided he has no son. Para-2 deals with the procedure in respect of the registration of the second dependent of the employee to which we are not concerned. From the above it will appear that an employee can get the name of his son-in-law registered in the management's register for employment on his service, on completion of 15 years service. Admittedly the concerned workman has completed 15 years of service since his employment with effect from 1-5-47. The question is whether son-in-law who is classified as the dependent of an employee under the procedure of Ext. M-12 will include also the son-in-law of the sister of the employee. On perusal of the dependent classified in Ext. M-12 it will appear that all the dependents named who are eligible for employment under the scheme must be so related directly to the employee.

It will appear from the W.S. of the concerned workman that his sister Amiran Devi was residing with him and that Adhin Singh was also residing with him after marriage of Adhin Singh with the daughter of Amiran Devi and as such Adhin Singh was the dependent of the concerned workman and was his son-in-law/Damad as in the Hindu Family a son-in-law of a sister is also known as the son-in-law of the brother of the mother in law of the son-in-law. The relationship between the employee and the daughter of his sister will be that of Mamma and Bhagini and as such although in common parlance a son-in-law of sister is called Damad, the said Damad/son-in-law cannot be the own and direct son-in-law of the employee.

Shri S. Subramani, Personnel Officer of Malkera colliery was examined before the enquiry officer and his statement is in the enquiry proceeding Ext. M-9. He has stated that the concerned workman who was working as C.C.M. driver got the name of Adhin Singh enlisted in the employees dependent register on 6-9-78 as his son-in-law and Adhin Singh was given employment on 10-12-79 on the strength of the service of the concerned workman. He has further stated that subsequently the concerned workman applied to the Manager, Malkera Colliery on 5-5-80 requesting to stop his son-in-law Adhin Singh from work. He has stated that on receiving the application of the concerned workman it was forwarded to the Chief Personnel Manager who advised on 2-7-80 to conduct an enquiry into the case so that further action can be taken. This witness as per the advice of the Chief Personnel Manager conducted a preliminary enquiry in which it was revealed that Adhin Singh is not the son-in-law of the concerned workman Meghla Singh and was actually the son-in-law of Amiran Devi, sister of the concerned workman. He has stated that the concerned workman had given false information in respect of his relationship with Shri Adhin Singh by declaring him as his son-in-law in order to obtain employment for him on the strength of his service. The witness had produced some documents which were marked, exhibits by the enquiry officer. Ext. M-12 was also filed before the enquiry officer and it was marked as Ext. M-7 in the enquiry proceeding. Thus the said document Ext. M-12 was actually filed before the enquiry officer as will appear from the evidence of the management's witnesses. The concerned workman did not cross-examine the management's witness. Thus the statement given by the management's witness remained unchallenged. The concerned workman Meghla Singh gave his statement before the enquiry officer. He has stated that his sister Amiran Devi requested him to get her son-in-law Adhin Singh employed on the strength of his service and

accordingly that concerned workman got his sister's son-in-law Adhin Singh employed on his service. He has stated that his sister's son-in-law in his son-in-law. In spite of the said statement of the concerned workman the fact remains that Adhin Singh was the son-in-law of the sister of the concerned workman, and Adhin Singh was not the son-in-law of the concerned workman. In further cross-examination of the concerned workman it was stated by him that his only daughter's husband is named Kanhai Singh. This further explains that the concerned workman had his own son-in-law named Kanhai Singh and that Adhin Singh was not his own son-in-law. In answer to another question in the cross-examination the concerned workman stated that Adhin Singh was not his son-in-law and that it was his mistake to have given false declaration. He has further stated that he was in some domestic trouble and his mind was not working at that time. It is clear therefore that he was aware of the fact that Adhin Singh was not his son-in-law and that he was giving a false declaration that Adhin Singh was his son-in-law in order to get him employed on the strength of his service under procedure for employment of the employees dependent.

Although it is not very necessary to discuss all the documents produced before the enquiry officer in view of the fact that the facts of the case are almost admitted. However, Ext. M-3 marked by the enquiry officer is an abstract of the employees dependent register which will show that the concerned workman got the name of Adhin Singh recorded as his son-in-law for his employment. Ext. M-11 which was marked as Ext. M-4 by the enquiry officer is a declaration by the concerned workman dated 4-6-79 whereby he had declared that he had got the name of his son-in-law Shri Adhin Singh registered in the employees dependent register in the past. It further shows that in token of the correctness of the above declaration he had given his LTI on the said document. It is clear therefore that the concerned workman had got the appointment of Adhin Singh by falsely declaring him to be his son-in-law although he was the son-in-law of his sister.

The concerned workman was chargesheeted under Clause 19(2) of the Standing Orders and the facts constituting the misconduct are stated in the chargesheet Ext. M-1. There is no denial of the fact that the allegation made and established against the concerned workman is covered as a misconduct under clause 19(2) of the Company's Standing Orders. Ext. M-4 is the enquiry report dated 17-4-81 holding that the charge under clause 19(2) of the Standing Orders was established against the concerned workman as the concerned workman had given a false information with respect to his relationship with Adhin Singh on the basis of which Adhin Singh got the employment in the company. Ext. M-6 dated 11/13-5-81 is the order of dismissal of the concerned workman from the services with effect from 8-5-81. In view of the discussion made above it will appear that the concerned workman had got employment of Adhin Singh by declaring him as his son-in-law under the Company's dependents employment scheme although he was not the son-in-law of the concerned workman and was the son-in-law of his sister and as such the management has been able to prove the misconduct against the concerned workman under clause 19(2) of the Company's Standing Orders for committing fraud and dishonesty by giving false information and securing employment of Adhin Singh by fraudulent means.

It will appear that the concerned workman who was in the service of the management since 1-5-47 has put in about 40 years of service under the management and no evidence has been led to show that he had misconducted in the past. It will also appear that Adhin Singh whom the concerned workman got employed declaring him as his dependent son-in-law has been removed from service.

Under the circumstances although the misconduct against the concerned workman has been established it will be rather too harsh to pass the order of dismissal against the concerned workman at the fag end of his service career. In the above view of the matter instead of dismissing the concerned workman from service, ends of justice will be met if 18-5-81 is taken as his date of superannuation from the Company's service so that he may get all his dues which a workman is entitled on his superannuation.

In the result, I hold that the action of the management of Malkera Colliery of M/s. Tisco. Ltd., in dismissing the concerned workman Shri Meghlal Singh with effect from 18-5-81 is not justified. The management is directed to treat the said date of dismissal as the date of superannuation of the concerned workman and to pay him all the dues which he could have received on superannuation on 18-5-81.

This is my Award.

I. N. SINHA, Presiding Officer

Dated: 15-4-87

[No. L-20012/374/85-D.III(A)]

का. आ. 1246:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार, में केन्द्रीय सरकार दक्षिण गोविन्द पुर कोल्यरी, मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1246.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Govindpur Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 21st April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 227 of 1986

In the matter of industrial disputes under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employment in relation to the management of South Govindpur Colliery of Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri S. K. Sharma, Vice President, K.I.M.P. Union.

On behalf of the employers—Shri A. C. Gaur, Personnel Manager.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 13th April, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/102/86-D-III(A), dated the 4th July, 1986.

SCHEDULE

"Whether the demand of Koyla Ispat Mazdoor Panchayat that the management of South Govindpur Colliery of Bharat Coking Coal Limited should regularise their workman Shri Mohan Kamar, Miner/Loader as Haulage Operator is justified? If so, to what relief this workman is entitled?"

In this case both the parties filed their respective written statement. Thereafter the case proceeded along with its course. Ultimately on 25-3-87 both the parties appeared before me and filed a petition of compromise. I have gone through the said petition of compromise, and I find that the terms contained therein are fair, proper and beneficial to

both the parties. Accordingly I accept the same and pass an Award in terms of the petition of compromise which forms part of the Award as annexure.

Dt : 13-4-87.

I. N. SINHA, Presiding Officer
[No. L-20012/102/86-D.III(A)]

ANNEXURE

BEFORE THE PRESIDING OFFICER CENTRAL GOVT.
INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Reference No. 227/86

Employers in relation to the management of South
Govindpur Colliery ;

AND

Their Workmen

Petition for Compromise

The humble petition on behalf of the parties to the reference most respectfully sheweth :—

1. That without prejudice to the respective contentions of the parties, the dispute has been amicably settled on the following terms :—

Terms of Settlement

- (A) That the concerned workman Shri Mohan Kumar will be regularised as haulage operator in Cat. IV with immediate effect.
- (B) That the concerned workman will be fixed in Cat. IV with protection of wages of Miners/loaders subject to maximum in the scale of Cat IV.
- (C) That the concerned workman will have no further claim on any other account concerning the present dispute.
- (D) That in view of the above, settlement there remains nothing to be adjudicated.

Under the facts and circumstances stated above the Hon'ble Tribunal will be graciously pleased to pass the Award in terms of the settlement.

FOR THE WORKMEN.

FOR THE EMPLOYERS

S. K. Sharma
25-2-87

Sd/- Illegible
General Manager

Vice-President
K.I.M.P.

मई दिल्ली, 1 मई, 1987

का. धा. 1247:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पुतकी बलिहारी प्रोजेक्ट मैसर्स भारत कोकिंग कोल लिमिटेड के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण संख्या-2, धनबाद के संघटन कागजित करती है, जो केन्द्रीय सरकार को 27 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 1st May, 1987

S.O. 1247.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Putkee Balihari Project of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 27th April, 1987.

169 GI/87—5

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 107 of 1985

In the matter of industrial disputes under Section
10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the mangement of Putkee
Balihari Project of Messrs. Bharat Coking Coal
Limited and their workmen.

APPEARANCES :

On behalf of the workman—Shri S. Bose, Secretary,
RCMS, Dhanbad.

On behalf of the employers—Shri R. S. Murthy, Ad-
vocate.

STATE :Bihar

INDUSTRY:Coal

Dated, Dhanbad, the 20th April, 1987

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/(91)/85-D.III(A), dated the 24th July, 1985.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that the management of Putkee Balihari Project of M/s. Bharat Coking Coal Limited, should give Technical and Supervisory Grade-B to the Winding Engine Operators named in the Annexure below, is justified? If so, to what relief are the concerned workman entitled and from what date?"

ANNEXURE

1. Shri Alakdeo Singh
2. Shri Bhagwan Benia
3. Shri Idris Mia
4. Shri Ibrahim Mia
5. Shri Bijoy Harijan
6. Shri Ganpat Gareria.

In this case none of the parties filed their respective W.S. Thereafter several adjournments were granted to the Parties. Ultimately on 7-4-87 both the parties appeared before me and filed a Joint Compromise Petition. The terms contained in the said petition are fair and proper and accordingly I accept the same and pass an Award in terms of the Joint Compromise Petition which forms part of the Award as Annexure.

Dt: 20-4-87.

I. N. SINHA, Presiding Officer
[No. L-20012/91/85-D.III(A)]

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD

In the matter of Ref. No. 107/85

PARTIES :

Employers in relation to the Mangement of Pootkee
Balihari Project of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen

Joint Compromise Petition of the Employers and The
Workmen.

The above mentioned employers most respectfully beg to submit jointly as follows :—

1. That the matter covered by the aforesaid reference was discussed and negotiated between the two parties with a view to arriving at a mutually acceptable and amicable settlement.
2. That as a result of such discussions and negotiations the parties have arrived at an overall settlement on the following terms :—
 - (A) It is agreed that since four of the workmen covered by the reference order have already been placed in Tech. & Sup. Gr. 'B' w.e.f. 1-5-85 and the remaining 2 workers in Tech. & Sup. Gr. 'B' w.e.f. 1-4-86, the dispute stands resolved.
 - (B) It is agreed that this is an overall settlement of all the claims of the workmen arising out of the aforesaid reference.
3. That both the parties consider that the aforesaid settlement is fair just and reasonable to both the parties.

In view of the above the employers and the workmen jointly pray that the Hon'ble Tribunal may be pleased to accept the above joint compromise petition and dispose of the reference accordingly and give an award in terms thereof.

(S. Bose)

Secretary,

R.C.M.S

for and on behalf of workmen.

Chief General Manager,

Pootkee Balihari Project,

for and on behalf of employers.

Witnesses :—

(1) Sd/- Illegible

(2) Sd/- Illegible

Advocate for Employers

का. मा. 1248—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, भारत कोकिंग कोल लिमिटेड, कोयला भवन, कोयला नगर के प्रबन्धन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या-2, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 27 अप्रैल, 1987 को प्राप्त हुआ था।

S.O. 1248.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the Management of Bharat Coking Coal Ltd., Koyla Bhavan, Koyla Nagar and their workmen, which was received by the Central Government on the 27th April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 332 of 1986

In the matter of industrial dispute, under Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Bharat Coking Coal Limited's Headquarters, Koyala Bhavan, Koyala Nagar, Dhanbad and their workmen.

APPEARANCES :

On behalf of the workmen.—The concerned workmen themselves.

On behalf of the employers.—Shri U. Mishra, Law Officer.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, 20th April, 1987

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (172)/86-D. III(A), dated, the 7th October, 1986.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that the management at the Headquarters of M/s. Bharat Coking Coal Limited, Koyla Bhawan (Dhanbad), should place their Car Cleaners, whose names are given below, in Category-I pay scale is justified? If so, to what relief are these Car Cleaners entitled?"

1. Shri Gangadhar Nayak.
2. Shri Rajkumar Saha.
3. Shri Murtaza Ansari.
4. Shri Zuman Khan.
5. Shri Anas Ram.

In this case none of the parties appeared nor filed their respective written statement. Ultimately on 7-4-87 both the parties appeared before me and filed a Joint compromise petition. I have gone through the said petition and I find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the said joint compromise petition which forms part of the Award as Annexure.

Dt. 20-4-87.

I. N. SINHA, Presiding Officer

[No. L-20012/172/86-D. III (A)]

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

In the matter of Ref. No. 332 of 1986

Arising out of order No. L-20012/172/D. III(A).

dt. 7-10-86 of the Ministry of Labour).

PARTIES :

Employers in relation to the Management of Bharat Coking Coal Ltd. (Hd. qrs.) Koyla Bhawan, Koyala Nagar, Dhanbad.

AND

Their workmen.

JOINT COMPROMISE PETITION OF EMPLOYERS AND WORKERS

The above mentioned employers and the workmen beg to submit most respectfully and jointly as follows :—

1. That the employers and the workmen have jointly negotiated the matter referred to this Hon'ble Tribunal for adjudication as covered by the above reference with a view to coming to a mutually acceptable and amicable settlement.

2. That as a result of such negotiations, the employers and the workmen have agreed to settle the matter referred to above on the following terms and conditions :—

- (a) It is agreed that Sri Gangadhar Nayak, Rajkumar Saha, Murtaza Ansari, Zuman Khan, Anas Ram. Workmen concerned will be provided employment as Underground Miner/Loader in piecated group V-A in Katras Area w.e.f. the date they report for duty at Katras Area on being declared medically fit.
- (b) It is agreed that after initial appointment in Katras Area, the management shall be entitled to transfer the workmen concerned to any other colliery

project of Bharat Coking Coal Ltd., in Katras Area or other Area.

- (c) It is agreed that this is an over-all settlement in respect of the claims of the workmen concerned arising out of the aforesaid reference and it is the aforesaid reference and it is in full and final settlement of such claims.

3. The employers and the workmen consider that the aforesaid agreement is fair, just and reasonable to both the parties.

In view of the above, the employers and the workmen jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of above agreement and dispose of the reference accordingly.

Gangadhar Nayak

Rajkumar Saha

Murtaza Ansari

Zuman Khan

Anas Ram

B. N. JHA, Personnel Manager
Bharat Coking Coal Limited (Hqrs).

for and on behalf of employers.

U. MISHRA, Sr. Law Officer

Bharat Coking Coal Limited (Hqrs)

for and on behalf of employers.

मई दिल्ली, 4 मई, 1987

का. मा. 1249—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मधुबन कारखाने, मैसर्स बी. सी. सी. एल. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, संख्या 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-4-87 को प्राप्त हुआ था।

New Delhi, the 4th May, 1987

S.O. 1249.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Madhuban Colliery of M/s. Bharat Coking Coal Limited, and their workmen, which was received by the Central Government on the 16th April, 1987.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 43 of 1983

Employers in relation to the management of Madhuban Colliery of Messrs Bharat Coking Coal Limited.

AND

Their Workmen

PRESENT :

Shri S. K. MITRA,

Presiding Officer,

APPEARANCES :

For the Employers.—Shri B. Joshi, Advocate.

For the Workmen.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 7th April, 1987

AWARD

The present reference arises out of Order No. L-20012 (9)/83-D. III(A) dated, the 28th May, 1983 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the demand of the eleven workmen (listed in Annexure) of Madhuban Colliery of Messrs Bharat Coking Coal Limited, for their regularisation in time-rated jobs is justified? If so, to what relief are these workmen entitled?”

ANNEXURE

1. Shri Kailash Bania
2. Shri Kudar Ahir
3. Shri Motilal Harijan
4. Shri Ram Padarath Harijan
5. Shri Shiv Pujan Passi
6. Shri Podina Dusadh
7. Shri Basant Harijan
8. Shri Ramadhar Nonia
9. Shri Sitaram Bania
10. Shri Sri Ram Harijan
11. Shri Khublal Kumhar.

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the terms and conditions laid down in the Memorandum of Settlement. I accept it and make an award accordingly. The Memorandum of Settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry of Labour as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer.
[No. L-20012/9/83-D.III(A)]

FORM 'A'.

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN THE REPRESENTATIVE OF THE WORKMEN REPRESENTED BY THE RCMS MADHUBAND COLLIERY BRANCH, UNDER RULE 58 OF I.D. (CENTRAL) RULE 1957 ON 29-9-1984

Representative of the Management

1. Shri V.R. Joshi, Personnel Manager.
2. Sri P.K. Malakar, Superintendent, Madhuband Colliery.
3. Sri M.K. Singh, Sr. Personnel Officer, Baroda Area.

Representative of Workmen

1. Sri Adalati Nunia, Branch Secretary, Rashtriya Colliery Mazdoor Sangh

SHORT RECTAL OF THE CASE

A dispute was raised by the RCMS before the Conciliation officer, Dhanband that S/Shri Kailash Bania, Kodar Ahir, Motilal Harijan, Rampadarath Harijan, Shivpujan Passi, Podina Dusadh, Basant Harijan, Ramadhar Nunia, Sitaram Bania, Ram Harijan and Khublal Kumhar Leaders are engaged in time rated categories continuously for more than six months but since the management denied the contention of the union, the conciliation failed and the matter was referred to Ministry. The Ministry referred the same to the Central Govt. Industrial Tribunal No. 1, Dhanbad for adjudication and its pending in the said Tribunal or adjudication. The Parties discussed the matter and after prolonged discussion they agreed to settle the matter on the following terms.

TERMS OF SETTLEMENT

That, it is agreed that S/Shri Kailash Bania & others shall be regularised and placed as per detail given below:

Basic

1. Sri Kailash Bania	Timber Mazdoor	Cat. II	Rs. 21.66
2. Sri Khudur Ahir	Genl. Man	Cat. I	Rs. 21.16
3. Sri Motilal Harijan	Prop Maz.	Cat-II	Rs. 21.66
4. Sri Ram Padarath Harijan	Line Maz.	Cat-II	Rs. 21.66
5. Sri Shiv Pujan Passi	Pump Operator	Cat-III	Rs. 22.70
6. Sri Basant Harijan	S.D. Muz.	Cat-I	Rs. 21.16
7. Sri Ramadhar Nonia	Line Maz.	Cat-II	Rs. 21.66
8. Sri Sitaram Bania	Driller	Cat-IV	Rs. 24.10
9. Sri Ram Harijan	Driller	Cat-IV	Rs. 24.10
10. Sri Khublal Kumhar	Trammer	Cat-III	Rs. 22.70
11. Sri Podina Dusadh	Genl. Maz.	Cat-I	Rs. 21.16

2. It is agreed that same will be filed in the Tribunal when the Tribunal will sit and date for hearing will be fixed.

3. That, it is agreed that with this settlement no dispute subsists.

Signature of Management's
Representatives.

VR JOSHI

PERS GENL MANAGER

Baroda Area by

(P.K. Malakar)

Superintendent

Madhuband Colliery

(M. K. Singh)

Sr. Pers. Officer,

Sig. of Workmen
Representatives.

(Adalat Nunia)

Br. Secretary

R.C.M.S.

(Mahendra Singh)

Vice President,

R.C.M.S.

Witness : 1. L.T.I. of Kailash Bania 2. L.T.I. of Motilal Harijan

Baroda Area

CC. 1. The ALC(C), Dhanbad.

2. The R.L.C. (C), Dhanbad.

3. Illegible.

New Delhi, the 28th April, 1987

CORRIGENDUM

S.O. 1250.—In the notification of the Government of India in the Ministry of Labour No. S.O. 4160, dated 3rd December, 1986 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated 13 December, 1986, in line 25 for "11-12-1987 upto and inclusive of the 10-2-1989" read "11-2-1987 upto and inclusive of the 10-2-1990".

[No. S-35014/262/86-SS.II]

का. आ. 1251—मैसर्स की गंगानगर सूगर मिल्स लि., उदयपुर (आर. जे/484) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् अधिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा निगम स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों की उन फायदों से अधिक अनुकूल है जो उन्हें कर्मचारी निक्षेप सहबन्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुभूय है ।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का. आ. 4568 तारीख 18-11-1983 के अनुसर्ग में और इससे उपाबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 17-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 16-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निविष्ट करे ।

2. निभोजक ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप धारा (3क) के खंड (क) के अधीन समय-समय पर निविष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अंतरण, निरीक्षण प्रभारों का सन्दाय आवि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तथा उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जागा है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम भुक्त दर्ज करेगा और उसकी भावन प्रावश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा ।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपबन्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूय है ।

7. सामूहिक बीमा स्कीम में किसी वक्त के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सन्दाय होती है जब वह उक्त स्कीम के अधीन होता, तो, नियोजक कर्मचारी के विधिक वारिस/नानिर्विधितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपन अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी की व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत्यु सवस्यों के नामनिर्देशनियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होने बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा ।

12. इस स्कीम के अधीन आने वाले किसी सवस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निर्देशनियों/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/200/83-पी.एफ. 2/एम. एम. -2]

S.O. 1251.—Whereas Messrs The Ganganagar Sugar Mills Limited, Udaipur (RJ/484) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4568 dated the 18-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said

establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-12-1986 upto and inclusive of the 16-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/200/83-PF. II-SS. II]

का. प्रा. 1252.—मैसर्स डी. गंगानगर सूगर मिल लि., जयपुर (प्रा. जे./1269) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपग्रन्थ अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुलेख है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के श्रम मंत्रालय की अधिमूर्चना संख्या का. प्रा. 4695 तारीख 2-12-1983 के अनुसरण में और इससे उपावह अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 24-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तर्गण, निरीक्षण प्रभागों का सन्दाय प्राप्त भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जहाँ तक उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुलेख है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सन्दाय होना जब वह उक्त स्कीम के

अधीन होता हो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिफल के रूप में जोनी रकमों के अन्तर्गत वारिस/नामनिर्देशित का सम्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपनी अनुमोदन देने से पूर्व कर्मचारियों को अपनी इच्छाओं स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के, कर्मचारी, भारतीय जीवन बीमा नियम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रह करी जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा नियम द्वारा नियत तारीख के भीतर प्रीमियम का सम्दाय करने में असमर्थ रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रह करी जा सकती है।

11. नियोजक द्वारा प्रीमियम के सम्दाय में किए गए किसी व्यतिरिक्त की दशा में, उस स्कीम सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट नहीं गई होती तो उनके स्कीम के अन्तर्गत होने, बीमा फायदे के सम्दाय का उत्तरदायित्व नियोजक पर होता।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा नियम, बीमाकृत राशि के हकदार नामनिर्देशित/विधिक वारिसों को उस राशि का सम्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[सं. सं. 35014/201/83-पी. एफ. 2/एस. एस. 2]

S.O. 1252.—Whereas Messrs. The Ganganagar Sugar Mills Limited, Jaipur (RJ/1269) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4695 dated the 2-12-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three-years with effect from 24-12-1986 upto and inclusive of the 23-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under

clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/201/83-PF-II/SS-II]

का. सं. 1253 :—सैम-सी गंगानगर सूगर मिल्स लि., अजमेर (आर. जे. 1461), (जिसे हमने हमारे पञ्चान उस स्थापन कहा गया है) के कर्मचारी भविष्य निधि और प्रीमियम, उपस्थित अधिनियम, 1952 (1952 का 19) जिसे हमने हमारे पञ्चान उस अधिनियम कहा गया है) की प्राग 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक् भविष्य या प्रीमियम का सन्दाय किए बिना हो, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधि से सहज बीमा स्कीम, 1976 (जिसे हमें हमने पञ्चास उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 1654 तारीख 22-11-83 के अनुसरण से और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 23-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 23-12-1989 भी सम्मिलित है, उक्त स्कीम के भी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर, सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणालन में, जिसके अन्तर्गत निधियों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

1. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति, और जब कभी उन्हें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भागों का अनुवाद, स्थापन के सञ्चालन पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सन्तुल दर्ज करेगा और उसकी वाञ्छित शाश्वतक प्रीमियम भारतीय जीवन बीमा निगम के सन्तुल करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाने जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस दशा में मिलेगी होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा

और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में अग्रफल रहता है, और पालिसी को अग्रगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की वजह से, उक्त सन्दायों के नामनिर्देशितियों या विधिक वारिसों को, जो यदि वह, छूट न की गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशिनी/विधिक वारिसों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार में पूर्ण दावे को प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन-35014/218/83-वी.एफ. 2/एन एन-2]

S.O. 1253.—Whereas Messrs. The Ganganagar Sugar Mills Limited, Ajmer (RJ/481) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4654 dated the 22-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 24-12-1986 unto and inclusive of the 23-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer

of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/218/83-PF. II-SS. II]

का.प्र. 1254. —सैयर्स दी गंगानगर मूलर मिहम लि., कोटा (प्रार.जे./483) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे

कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निवेश मंडल बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 4580 तारीख 27-11-83 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए उक्त स्थापन को, 17-12-1986 से तीन वर्ष की अवधि के लिए जिसमें 16-12-1989 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजन प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मान की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निश्चित करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त, किसी स्थापन की भविष्य निधि का पत्रले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उक्त अधिनियम के अधीन छूट प्राप्त, किसी स्थापन की भविष्य निधि का पत्रले ही सदस्य है, तो नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि की जाने की व्यवस्था करेगा जिस से कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्दाय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में सन्दाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि प्रायुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

22/5/87

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के बिना स्थापन रहने पसना चला है, अर्थात् नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा निम्न तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को अक्षय हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विशिष्ट वारिसों को जो यदि वह, छूट न हो गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नामनिर्देशित/विशिष्ट वारिसों को उस राशि का सन्दाय तत्पश्चात् से और प्रत्येक दशा में हर प्रकार में पूर्ण राशि की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[संस्था एम-35014/221/83-पी.एफ. 2, एम. एम- 2]

S.O. 1254.—Whereas Messrs The Ganganagar Sugar Mills Limited, Kota (RJ/483) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (herein after referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the notification of the Government of India in the Ministry of Labour, S.O. 4580 dated the 22-11-1983 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 17-12-1986 upto and inclusive of the 16-12-1989.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding any thing contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay, the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/221/83-PF. II-SS. II]

नई दिल्ली, 1 मई, 1987

का. भा. 1255.—मैसर्स गंगानगर सीमेंट वर्क्स, सी-163, थान्सी नगर, जोधपुर (घार. जे./4071) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2 (क) के अधीन छूट दिलाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधि अधिनियम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायय अनुसूची में विनिर्दिष्ट णतों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके यन्त्रण लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रभागों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जावे, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना बट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्स करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपसब्ध फायदे बहाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपसब्ध फायदों से समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपसब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभोग्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जहां वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशन को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टि कोण स्पष्ट करने का सुविशेष अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिससे स्थापन पहले अपना वृत्त है अधीन नहीं रह जाता है या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी चीज से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम का संदाय में किये गये किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नाम निर्देशनियों या विधिक वारिसों की जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य का मृत्यु होने पर उसके हकदार नामनिर्देशनियों/विधिक वारिसा का बीमाकृत रकम का संदाय संश्लेषता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन-35014 (57) 57-एतए-2]

New Delhi, the 1st May, 1987

S.O. 1235.—Whereas Messrs Kharia Cement Works, C-163, Shastri Nagar, Jodhpur (RJ/40/1) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance

Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/37/87-SS. III]

का. आ. 1256—मैसर्स प्रकाश बोडी लि., कोडियलवेल, बंगलूर, कर्नाटक (के. एन./ 2015) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिलाने के लिए आवेदन किया है।

और, केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसमें उपायुक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना

तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करना जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संशय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रणामन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रचारों का संशय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक आराम/नामनिर्देशिता को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियाँ या विधिक आरामों को जो यदि वह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन प्राप्त वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिक वारिसों को बीमाकृत रकम का सदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/38/87-एस एस-2]

S.O. 1256.—Whereas Messrs Prakash Beedi Limited Kodialbail Mangalore-575003 (Karnataka) (KN/2015) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act)

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc, shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/38/87-SS. II]

का. प्रा. 1257—सैमर्स प्रकाश बिस्मैटिक लि., 75 पोली ग्राउण्ड उदयपुर-313001 (प्रार. जे. /4204) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् प्रमिदाय या प्रीमियम का सदाय बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए, ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है), के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक नाम की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों सदाय प्रादि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मध्या, भाषा का अनुवाद स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की मदत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में उचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुशेष है।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम-निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन में कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/(39)/87-एसएम2]

S.O. 1257.--Whereas Messrs Shruvi Synthetics Limited, 73 Polo Ground Post Box No. 91, Udaipur-313001 (Rajasthan (RJ)4204) (hereinafter referred to as the said establishment) have applied for exemption under sub-section

(2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already

adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/39/87-SS. III]

का. प्रा. 1258:—मैसर्स साबू मीनरलस एच-25 मरुधर इंडस्ट्रियल एरिया फेज-2 बसनी जोधपुर (भार. जे. /4209) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट विये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदों के अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के भी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रवेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, निम्नके अन्तर्गत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उसमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य भाषा का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त भविष्य निधि के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का वहने की सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम रजिस्टर दर्ज करेगा और उसका बावन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सदस्य करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में मरचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी भाग के होने हुए भी यदि किसी कर्मचारी की, मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिका को प्रतिकर में रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वह प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या, इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और परिणामी व्ययगत हो जाने दिया जाना है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर की दशा में उन भेंट सत्रियों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके श्रद्धांज नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर गुनिश्चिन करेगा।

[संख्या एस 35014 (40)/87 एस. एस.-2]

S.O. 1258.—Whereas Messrs Sabco Minerals, H-25, Marudhar Industrial Area, Phase-II, Pasini Jodhpur (RJ4209) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the

benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme is less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/4/...87-SS. II]

का. प्रा. 1259:—संसद ऐक्ट्स द्यूब्लू (प्रा.) लि. 7 हैवी इन्स्ट्रुमेट्स, एरिया, जोधपुर- (प्रा. ज. 3560) (जिसे हममें इसके पश्चात् उक्त स्थापन अधिनियम कहा गया है) में कर्मचारों भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 17) (जिसे हममें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिय जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान ही गया है कि उक्त स्थापन के कर्मचारी, किसी दूधक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा नियम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें प्राप्त हो सकते हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और उसमें उपावृत्त अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्राधिकृत, राजस्थान को ऐसी विवरणियाँ भेजना और ऐम लेखा रखना तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का बहान नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्टे पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम की संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं, तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी/कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता है, तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिव्यवहार प्रवर्तन देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो, यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा नियम नियत करे, प्रीमियम का संचय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम को दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम-निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(41)/87-एम.एस.-2]

S.O. 1259.—Whereas Messrs Abex Tubes (Private) Limited, 7th Heavy Industrial Area, Jodhpur (RJ/3560) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

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2. The employer shall pay such inspection charges, as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/41/87-SS.II]

का. घा. 1260 :—मैसर्स-अबेक्स ट्यूब्स लि. 28 डी. वी. इन्डियन एरिया जोधपुर (भार. जे./1990) (जिसे हमसे हमने पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिले जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे [उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम का गया है) के अधीन उक्त अनुबंध हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन की 3 वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक अविष्य निधि प्रायुक्त, राजस्थान का ऐसी विवरणियां भेजेगा और ऐसे लेखा रजिस्ट्रार तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्डक के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रसारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा।

4. नियोजन, केन्द्रीय सरकार, द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी अविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की अविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में सम्बन्धित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल ही जो उक्त स्कीम के अधीन अनुबंध हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारिण/नानिर्देशित को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक अविष्य निधि प्रायुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक अविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का अपना वृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिथि की वृत्ति में उन मृत सदस्यों के नाम निर्देशितियों या विधिकारियों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का सरदाविश्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/वारिसों विधिक की बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(42)/87-एस.एस.-2]

S.O. 1260.—Whereas Messrs Laxmi Industris, 28-Heavy Industrial Area, Jodhpur (RJ/1990) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014/42/87-SS II]

का.प्र. 1261.—समस्त राजस्थान इग्न एण्ड कार्मासिटिकल्स लि. रोज नं. 12, धी.के. मार्ग, एरिया, जयपुर (प्रार.जे./2801) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, (1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिये आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उक्त फायदों से अधिक अनुकूल हैं जो कर्मचारी निषेध गृहस्थ बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबन्ध 169 GI/87—8

प्रमुखी में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

प्रमुखी

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निविष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निविष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों संदाय आदि की है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायेगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है, तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों से अधिक अनुकूल हो ओ उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन, कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को ब्यवगत हो जाने दिया जाता है तो, छूट रह जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिरिक्त की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014(43)/87-एस.एस.-2]

S.O. 1261.—Whereas Messrs. Rajasthan Drugs and Pharmaceuticals Limited, Road No. 12, V.K.I. Area, Jaipur (RJ/2801) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Jaipur and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employee under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Jaipur and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/43/87-SS. II]

का. घा. 1262.—मैसर्स राजस्थान ड्रग्स एंड फार्मास्यूटिकल्स लि.

14 सैक्टर 10 ए, वण्टीगढ़-160010 और इसकी शाखा (पी. एन./4569) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष महवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और इसके उपावृत्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रयोजन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, वण्टीगढ़ को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में सम्मिलित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुश्रेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त, षण्डीगढ़ के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का दृष्टियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले आता चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में

भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014(44) 87-एस. एस.-2]

S.O. 1262.—Whereas Messrs Punjab Semiconductors Devices Limited, 14, Sector 10A, Chandigarh-160010 and its branch covered under the code No. (PN/4569) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Chandigarh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees, Provident Fund or the Provident Fund of an established exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme, be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Chandigarh and where any amendment is likely to effect adversely the

interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/44/87-SS. II]

नई दिल्ली, 5 मई, 1987

मुख्य-मन्त्र

का. प्रा. 1263.—भारत के राजपत्र भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 1, नवम्बर, 1986 में प्रकाशित भारत सरकार के मन्त्रालय की अधिसूचना संख्या का. प्रा. 3764 दिनांक 23 अक्तूबर, 1986 की सीमरी पंक्ति में "(एम. एच./11551)" के स्थान पर "(एम. एच./11581)" पढ़ें।

[संख्या एस.-35014/470/82-पी. एफ. 2(एस. एस.-2)
ए. के. भट्टारai, अवर सचिव

New Delhi, the 5th May, 1987

CORRIGENDUM

S.O. 1263.—In the notification of the Government of India in the Ministry of Labour No. S.O. 3764, dated the 23rd October, 1986 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 1st November, 1986, in line 3 for "(MH/11551)" read "(MH/11581)".

[No. S-35014/470/82-PF. II (SS. II)]

A.K. BHATTARAI, Under Secy.

नई दिल्ली, 30 अप्रैल, 1987

का. प्रा. 1264.—केन्द्रीय सरकार, अंतरराष्ट्रिय प्रवासी कर्मकार (नियोजन का विनियमन और सेवा शर्तें) अधिनियम, 1979 (1979 का 30) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से तीस दिन की अवधि को ऐसी अवधि के रूप में नियत करती है, जिसके भीतर ऐसे स्थापन का, जिसे उक्त अधिनियम लागू होता है, प्रत्येक प्रधान नियोजक, स्थापन के रजिस्ट्रीकरण के लिए रजिस्ट्रीकरण अधिकारी को विहित प्रारूप में और रीति से प्रार्थना करेगा।

[सं. यू. 23013/3/84-एल हस्त्यु]

शशि भूषण, अवर सचिव

New Delhi, the 30th April, 1987

S.O. 1264.—In exercise of the powers conferred by sub-section (1) of section 4 of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (30 of 1979), the Central Government hereby fixes a

period of thirty days from the date of publication of this notification in the Gazette of India within which every principal employer of an establishment to which the said Act applies shall make an application in the prescribed form and manner to the registering officer for registration of the establishment.

[No. U-23013/3/84-LW]
SHASHI BHUSHAN, Under Secy.

मन्त्रालय

नई दिल्ली, 4 मई, 1987

का. प्रा. 1265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, विजया बैंक के प्रबंध से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-4-1987 को प्राप्त हुआ था।

New Delhi, the 4th May, 1987

S.O. 1265.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the Vijaya Bank and their workmen, which was received by the Central Government on the 23rd April, 1987.

BEFORE SHRI G. S. KAIRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,
NEW DELHI

I. D. No. 34/85

In the matter of dispute between :

Shri Jai Bhagwan Singh, Ex-Peon, Vijay Bank, Defence Colony, New Delhi.

Versus

Vijaya Bank through the Asstt. General Manager,
Connaught Place, New Delhi.

APPEARANCES :

Shri R. K. Kadam for the workman.

Shri Udas Shetley for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No: L-12012/28/85-D.4(A) dated 1-8-85 has referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the Management of Vijaya Bank in relation to the termination of service of Shri Jai Bhagwan Singh Peon w.e.f. 19-7-83 is justified ? If not to what relief is the workman entitled ?"

2. The undisputed facts of the case may first be stated. The workman was engaged as a Peon Defence Colony branch of Vijaya Bank w.e.f. 17-1-83 and with some breaks in between he continued to work there till 19-7-83, whereafter no employment was given to him. During this period he had worked for a total of 179 days excluding the breaks as per details given below :

17-1-83 to 17-3-83 60 days breaks 18-3-83.
19383 to 16-4-83 29 days breaks *17, 18-4-83.
19-3-83 to 16-4-83 29 days breaks 17, 18-4-83.
20-5-83 to 18-6-83 30 days breaks*19-6-83.
20-6-83 to 19-7-83 30 days.

*Sundays.

For each period of the employment a separate Appointment Letter was issued. However, no orders of termination of service were issued at the end of each of these periods, i.e. 17-3-83, 16-4-83, 18-5-83, 18-6-83 and 19-7-83.

3. The case of the workman is that he was taken into service against one of the two permanent sanctioned vacancies which fell vacant on the promotion of two permanent peons S/Shri Sudesh Sethi and Roop Chand who were promoted to clerical cadre. The vacancy against which he was working was a permanent one but in order to circumvent the provisions of the Shastry Award as modified by Bipartite Settlements his appointment was shown as temporary one. His services were continuously utilised for 181 days and the Breaks of one or two days were artificial and made with mala fide intention. Out of the six days of breaks two were Sundays which were his weekly off days and he was denied wages of those two days. The Management neither gave any notice to him while terminating his services nor any notice period pay and compensation were paid to him. In accordance with the para 495 of the Shastry Award the Management was bound to treat him as a confirmed hand after completion of 180 days service and as he had completed 181 days including the two Sundays for which he was entitled to wages being weekly offdays. While still in service the workman alongwith few others were called by the Management for interview on 24-4-83 keeping in view his satisfactory service and he continued to work after the interview upto 19-7-83 against the same vacancy which showed that he had qualified the interview and that is the reason why he was allowed to continue to work against the same old permanent vacancy. After his illegal and abrupt termination on 20-7-83 the Management appointed a fresh candidate against the same vacancy and his services were also terminated after 15 days and in his place another new hand from outside was appointed who was subsequently made permanent and has since been confirmed in the bank service. In this way the provisions of para 493 of the Shastry Award read with clauses 20.8 and 20.12 of the First Bipartite Settlement dated 19-10-66 had been violated. Hence the workman prayed for reinstatement in service w.e.f. 20-7-83 with full back wages and to treat him as a confirmed hand after he had completed 180 days service w.e.f. 18-7-83.

4. The Management controverted the claim and allegations of the workman and pleaded that as and when permanent vacancy arises in the bank, the bank is bound to follow the procedure prescribed by the Government including as mentioned in the various Awards and Bipartite Settlements. The permanent vacancy can be filled in by the bank only through Employment Exchange, which has to sponsor candidates, who had to be interviewed by the bank and after interviewing appointment are made. This entire process takes lot of time and in the meantime for the purposes of maintaining continuity and efficiency it has to employ temporary hands. Although the bank is not adverse to absorb temporary hands against permanent vacancy, yet the bank has to follow the prescribed procedure and the bank cannot absorb even its own temporary employees as permanent employees without following the prescribed procedure. The bank has to consider the persons sponsored by the Employment Exchange only, but the workman has never been sponsored by the Employment Exchange and as such he could not be considered for appointment against a permanent vacancy. It was further stated that the employment of the workman was for fixed periods as indicated in the letters of appointment and in the light of this workman cannot claim continuity of service and cannot claim that Sundays being Off day should be considered as working days for the purpose of continuity of service. It was further stated that on the expiry of the fixed period the workman automatically ceased to be an employee and as such there was no question of giving any notice or the payment of any notice period pay and compensation. The workman had not completed 180 days of service and, therefore, there was no question of his confirmation.

5. First question that arises for consideration is whether the workman was appointed against a permanent vacancy. The workman in his statement of claim has clearly stated that he was appointed in the Defence Colony Branch of the bank w.e.f. 17-1-83 against one of the two permanent

vacancies which fell vacancy on the promotion of two permanent peons S/Shri Sudesh Sethi and Roop Chand who were promoted to the clerical cadre. This act has not been denied by the Management, in its written statement and instead it has raised a facile plea that permanent vacancy can be filled in by the Bank only through the Employment Exchange. The workman has placed on record a letter dated 15-4-83 issued by the Management asking him to appear for an interview for filling up the post of temporary peon likely to be made permanent on satisfactory performance of the selected candidates. MW1 Shri A. Athimurthy Senior Manager in his cross-examination has stated that the workman Shri Jai Bhagwan was interviewed for absorption as a permanent hand on 24-4-83. All these facts and circumstances leave no manner of doubt that the workman had been appointed against a permanent vacancy in the Bank. In that event the issuance of different letters of appointment for fixed periods one after the other with breaks of one or two days was only a shame affair. Shri A. Athimurthy has admitted that no other persons were employed in the period of breaks in service of the workman on 18-3-83, 17-4-83, 18-4-83, 19-5-83 and 19-6-83. In other words there was no necessity at all to make any such breaks in the service of the workman and in fact there could not be any such necessity because the work was of a permanent nature there being a permanent vacancy. It is, therefore manifest, that the Management is guilty of resorting to unfair labour practice by showing artificial breaks in the period of his employment. It is pertinent to note that out of the six days of breaks shown in the service of the workman two days fell on Sundays which were his weekly off days. As the breaks were artificial, these must be ignored and it must be held that workman was in continuous service w.e.f. 17-1-83 to 19-7-83 and his actual working days were 181 days including the two Sundays which fell on 17-4-83 and 19-6-83 and which were illegally shown as breaks in service of the workman.

6. Although the Management has not specifically stated that the workman was appointed as a temporary employee, yet it may be taken as the intention of the Management in his pleading in para 2 of the written statement which reads to the following effect :

"It will not be out of place to mention that a permanent vacancy can be filled in by the bank only through Employment Exchange, which has to sponsor candidates, who are interviewed by the Bank and after interviewing, appointments are made. It is submitted that this entire process takes lot of time and in the meanwhile, the Bank, for the purposes of maintaining continuity in its efficiency, has to employ temporary hands. Although, the bank is not adverse to absorb temporary hands against permanent vacancy, yet the Bank has to follow the prescribed procedure and the Bank cannot absorb even its own temporary employees as permanent employees without following the prescribed procedure."

However, the Management failed to prove that the workman fell within any of the definitions of a temporary workman given in clause 20.7 of the Bipartite Settlement dated 19-10-66 which reads as under :—

"20.7. In supersession of paragraph 21.20 and sub clause (c) of paragraph 23.15 of the Desai Award. "Temporary Employee" will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman."

7. It may be noted here that the workman was neither appointed for work which was of an essentially temporary nature nor was he employed as an additional hand in connection with a temporary increase in work of a permanent nature nor was he appointed in any leave vacancy caused

by the absence of a permanent workman. Clause 20.8 of the said Bipartite Settlement reads as under :

"20.7. In supersession of paragraph 21.20 and sub-fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period."

The case of the workman cannot fall under this clause also because the services of the workman were not limited to three months but were continued for a period of 181 days excluding the days of breaks.

7. Again it is the case of the Management that there was no termination of the service of the workman and that his employment ceased by afflux of time. However, the bank has failed to prove this plea by any evidence. We may now examine the main plea of the Management that the workman could have been absorbed against the permanent vacancy only if his name had been sponsored by the Employment Exchange and that since his name had not been sponsored by the Employment Exchange his services had to be dispensed with. It is seen that this plea is a mere platitude as the Management has not been insisting on sponsorship by the Employment Exchange in all cases. There is a wide gap between the precept and practice of the Management. The workman had specifically alleged in his rejoinder that the Management has not been following these Norms and in his affidavit he asserted that the Management appointed another candidate directly related to one or other and without their names having been sponsored by the Employment Exchange, and that Shri Brij Mohan and Shri S. K. Vanjvani were still working in the bank as permanent peons. In order to prove his allegations the workman filed an application dated 11-9-85 asking the Management inter alia to file the following documents :

- (1) List of candidates sponsored by the Employment Exchange who were interviewed in the Month of April, 1983 alongwith Shri Jai Bhagwan Singh.
- (2) List of employees posted permanently after 19-7-83 at Branch Office Defence Colony, Hans Khas and Karol Bagh alongwith their Employment Exchange Cards, call letters.

8. The Management instead of furnishing the information as required simply filed a letter dated 25-8-86 addressed to their own Advocate which reads as under :—

" Vijaya Bank
(A Govt. of India Undertaking)
P-6/90, Connaught Circus,
New Delhi-110001.

Ref. No. DO : EST.: 10390/86 Branch DO : Dehli

Dated : 25-9-1986

Sri Kamlesh K. Duchar,
Advocate,
G-22, East of Kailash,
New Delhi-110065.

Dear Sir,

Ref. No. L-12012/28/85-D.IV (A) 34/85 Dated 11-9-1985-
In the matter of Sri Jai Bhagwan Singh.

As request in the above application dated 11-9-85 by the captioned applicant, we hereinbelow furnish the names of

the sub-staff members who were appointed at our below-mentioned branches after 1973 permanently :—

Sl. No.	Name of the Branch	Name of the Employee	Date of Joining
1.	Defence Colony	Sri Vinlesh Singh	13.8.1983
2.	—do—	„ Shyam Lal	5.8.1983
3.	Hans Khas	„ Shyam Singh	5.8.1983
4.	—do—	„ S.K. Vanjvani	28.3.1984
5.	—do—	„ Kamleshwar Shah	22.4.1985
6.	Karol Bagh	„ Brij Mohan	16.10.1984

Yours faithfully,
Sd/-
Divisional Manager."

9. It is significant to note that no mention has been made by the Management in this letter that the persons absorbed permanently after 1983 had been sponsored by the Employment Exchange. It has also not been disclosed as to who were the other candidates who had been sponsored by the Employment Exchange who were interviewed in April, 1983. This gives rise to an adverse inference against the Management that either the persons mentioned above were not sponsored by the Employment Exchange or the information called for if furnished would have gone against it. In this regard the following averments made by MW-1 Shri V. Athimurthy Senior Manager of the respondent bank are relevant :

"Shri Jai Bhagwan was interviewed for absorption as permanent hand on 24-4-83. As per record he was not a successful candidate in the interview. The successful candidates were issued the appointment orders. We have not filed list of successful candidates. It is wrong to suggest that Jai Bhagwan was one of the successful candidates and the list of candidates had deliberately not been filed. I do not know whether any Brij Mohan also appeared in the interview. I do not know whether Brij Mohan and Suresh Kumar Vanjvani were not sponsored by the Employment Exchange. I cannot refute the suggestion that Brij Mohan and S. K. Vanjvani were not sponsored by the Employment Exchange. I do not know whether both these persons are still working in the bank and have been made permanent."

This witness who has appeared to represent the case of the Management, has thus given non-committal replies to some of the very pertinent questions. Hence a definite inference can be drawn that even after the termination of the services of the workman the Management employed persons who were not sponsored by the Employment Exchange and out of them at least two namely Brij Mohan and S. K. Vanjvani who were not sponsored by the Employment Exchange are still working and have been absorbed on a permanent basis. It is also pertinent to note that the Management itself had in its letter dated 15-4-83 written to the workman that his name had been sponsored by the Employment Exchange and he was asked to appear for an interview on 24-4-83 and as admitted by MW-1 Shri V. Athimurthy the workman was actually interviewed on that date. It was, therefore, for the Management to show that the name of the workman had not been sponsored by the Employment Exchange. The argument of the Id. representative of the Management that the onus was on the workman to prove that any employee by the names of Suresh Chand and Brij Mohan had been permanently absorbed in the service of the bank without sponsorship from the employment exchange is devoid of any force because the workman cannot be expected to be in possession of such evidence and such evidence has to be in the records of the Management.

10. Under the circumstances it must be held that it is neither proved that the name of the workman had not been sponsored by the Employment Exchange nor the Management has been insisting on sponsorship by the Employment Exchange in all cases. Therefore, the action of the Management is clearly arbitrary and discriminatory and its plea is hereby rejected.

11. The next question that comes up is as to whether the termination of service of the workman fell within the definition of retrenchment under section 2(oo) of the I. D. Act Section 2(oo) as it stood before the amendment w.e.f. 18-8-84 by Act 49 of 1984 defines "retrenchment" as under :

"retrenchment" means the termination of services by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman, or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf ; or
- (c) termination of the service of a workman on the ground of continued ill-health.

Evidently the termination of the services of the workman w.e.f. 19-7-83 does not fall within any of the three exceptions to Section 2(oo) nor were his services terminated by way of disciplinary action. The factum of termination of the services of the workman cannot be denied because if his services had not been terminated, he would have continued in the employment of the bank. Termination by oral order is as much termination as by a written order. It is not the case of the bank that the workman had himself abandoned the employment. Therefore, the termination of the service of the workman w.e.f. 19-7-83 clearly falls within the definition of retrenchment. Even termination by efflux of time has been held to be retrenchment by the Hon'ble Supreme Court in State Bank of India V. N. Sundramony (1976-Lab. and Ind. Cases 769). Since the workman had not completed 240 days service in 12 calendar months, he would not be entitled to the benefits provided in Section 25-F of the Act. However, the provisions of Section 25-H would certainly be applicable to him. The Management has admittedly taken into service S/Shri Vinlesh Singh, Shyam Lal, Shyam Singh, S. K. Vanjvani, Kameshwar Shah and Brij Mohan after the termination of the services of the workman. In this connection Shri V. Athimurthy MW-1, stated "I do not know whether persons junior to Jai Bhagwan were retained in service when he ceased to be an employee. It is correct that we have employed more persons after Jai Bhagwan ceased to be in our employment. I do not know whether any offer was made to Jai Bhagwan before fresh temporary hands were employed. cannot refute the suggestion that no offer was made to Jai Bhagwan before fresh hands were employed by the bank". It is therefore apparent that no offer was made to the workman at the time the above mentioned persons were employed after the termination of services of the workman. Hence there was clear violation of the provisions of section 25-H of the I. D. Act. There was also violation of clause 20.12 of the Bipartite Settlement dated 19-10-66 which reads as under :—

"Other things being equal a temporary workman (other than Godown Keepers) will be given preference for filling permanent vacancies and if selected they may have to undergo probation."

The Management also admittedly did not issue any written termination orders when it decided to give artificial breaks in the service of the workman i.e. on 17-3-83, 16-4-83, 18-5-83, 18-6-83 and 19-7-83. However, para 522(5) of the Shastry Award which is binding on the parties provides as under :

"The order relating to discharge or termination of service shall be in writing and shall be signed by the Manager. A copy of such order shall be supplied to the employee concerned."

Again admittedly, no notice was served before the termination of service of the workman. However, para 522(14) of the Shastry Award provides as under :—

"services of an employee other than a permanent employee or probationary may be termination and he may leave the services after 14 days notice. If such

an employee leaves service without giving such notice he shall be liable for a week's pay (including all allowances)."

12. In view of the discussions made above, it is held that the action of the management of Vijaya Bank in relation to termination of service of Shri Jai Bhagwan, Peon w.e.f. 19-7-83 was not justified and he is entitled to reinstatement with full back wages and continuity of service.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

Dated : 30th March, 1987.

G. S. KALRA, Presiding Officer
[No. L-12012/28/85-D.III (A)]
K. J. DYVA PRASAD, Desk Office

नई दिल्ली, 4 मई, 1987

का. घा. 1266.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, सेन्ट्रल स्कूल आई एन ए कालोनी नई दिल्ली के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 अप्रैल, 1987 को प्राप्त हुआ था।

New Delhi, the 4th May, 1987

S.O. 1266.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central School, INA Colony, New Delhi and their workmen, which was received by the Central Government on the 22nd April, 1987.

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 77/86

In the matter of dispute between :

Shri Shiv Singh s/o Shri Heta Singh,
r/o Village Mirjapur Niloni,
P.O. Mirjapur Niloni,
District Buland Shehr, U.P.

Versus

The Management of Kendriya Vidyalaya,
I.N.A. Colony,
New Delhi.

APPEARANCES :

Shri D. N. Joshi, Advocate—for workman.

None—for the Management.

AWARD

The Central Government, in the Ministry of Labour, vide its notification No. L-42012/46/85-D.II(B) dated 4th December, 1986 has referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the management of Kendriya Vidyalaya, I.N.A., New Delhi in terminating the services of Shri Shiv Singh, with effect from 1st June, 1983 is legal and justified? If not to what relief the concerned workman is entitled?"

2. The case of the workman as set forth in the statement of claim is that he was appointed by the Management on 19th July, 1981, as a Peon on ad hoc basis and the said appointment automatically became regular after considering

the service of the workman as the job was of a regular nature. There was never any complaint against the workman and his performance was to the utmost satisfaction of the Management. On 1st June, 1983 the Management handed over two letters dated 13th May, 1983 and 1st June, 1983 to the workman. Vide letter dated 1st June, 1983 the services of the workman were terminated by the Management. The workman has challenged his termination as illegal arbitrary, vindictive unjustified and against the principles of natural justice as no notice or charge sheet was served upon him nor any enquiry was held against him.

3. Notice of this reference was served upon the Management and on 19th January, 1987. Shri F. C. Bajaj put in appearance on behalf of the Management. Thereafter, none appeared on behalf of the Management although the case was adjourned a number of times. On 23rd March, 1987 an order was passed for proceeding *ex parte* against the Management and the case was fixed for workman's evidence and on the same afternoon an official appeared on behalf of the Management and was supplied a copy of the statement of claim and informed about the next date of hearing. However, on the next date of hearing 26th March, 1987 again none appeared on behalf of the Management. The case was again adjourned to 2nd April, 1987 but again none appeared on behalf of the Management. Thus the Management remains *ex parte*. The evidence of the workman has been recorded. He has filed an affidavit in support of his case along with the documents Ex. W-1 to W-9. Ex. W-5 is the appointment letter dated 15th July, 1982 of the workman. Ex. W-6 is a memo dated 21st March, 1983 whereby the period of appointment of the workman was extended upto 15th May, 1983. Ex. W-7 is the memo dated 13th May, 1983 whereby the period of appointment of the workman was extended till 31st May, 1983. Ex. W-8 is the order dated 1st June, 1983 whereby the workman was relieved from his service. The documents Ex. W-1 to W-9 pertain to the Conciliation proceedings before the A.L.C. The documentary evidence read with the affidavit of the workman goes to prove that the workman had put in service with the Management from 19th July, 1982 to 31st May, 1983 which works out to 307 days and, therefore, the workman became entitled to the

statutory protection of section 25-F of the I.D. Act. As the Management is not shown to have served any notice on the workman or paid him any wages in lieu of such notice nor is it shown to have paid any retrenchment compensation. The order of termination of the service of the workman is proved to be illegal and it is hereby quashed and it is directed that the workman shall be reinstated with continuity of service and with full back wages.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer
[No. L-42012/46/85-D.II(B)]

HARI SINGH, Desk Officer

2nd April, 1987.

नई दिल्ली, 5 मई, 1987

का. मा. 1267.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, अनुभाग अधिकारी, श्री भार. के. माहलवालिया को 6 मई, 1987 से प्रगते प्रादेश जारी होने तक उत्प्रवास संरक्षी-II, बम्बई के रूप में नियुक्त करती है।

[संख्या ए.-22012/1/86-उत्प्रवास-II]
ए. वी. एस. शर्मा, सचिव

New Delhi, the 5th May, 1987

S.O. 1267.—In exercise of the powers conferred by Section 3, sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri R. K. Ahluwalia, Section Officer as Protector of Emigrants-II, Bombay, with effect from 6th May, 1987, till further orders.

[No. A-22012/1/86-Emig. II]

A. V. S. SARMA, Under Secy.